



## **Request for Proposal (RFP)**

**For**

**“Selection of Partner for Design & Development  
of  
Electronic Controller System with Complete eMS  
Solution for Smart Rack System used in Bharat  
Net Phase III (DBOM) project”**

**Ref. No: ITI/MKP/RFP/ Controller /01**

**Dated -22/05/2025**

**ITI LIMITED, Mankapur  
District - Gonda  
UP – 271 308**

## 1. INTRODUCTION

ITI Limited (ITI), a Public Sector Undertaking under the Department of Telecommunications, Ministry of Communications, is a leading Telecom equipment manufacturer and turnkey solution provider in Information and Communication Technologies (ICT) and Telecom Domain in India. ITI is having state of the art electronic manufacturing infrastructure in its plants situated at Bengaluru, Palakkad, Rae Bareli, Mankapur and Naini. It has PAN India presence through its Marketing, Services & Project offices (MSP). The major customers are Government/Defence/ Paramilitary forces/Railways/PSUs like MTNL/Private Corporates.

More information can be viewed on [www.ilttd.in](http://www.ilttd.in) .

ITI has submitted its bid in Bharat Net Phase III project for Development (Creation, Upgradation and Operation & Maintenance) of Middle mile network of BharatNet on Design Build Operate and Maintain (DBOM) Model. In this regards, proposals are invited under **e-tender mode** (two bid system) from the bidders (Design Houses / Start-ups / Manufacturers having R&D Facilities) having proven technological capabilities in Design & Development of Electronic Controller System with Complete eMS Solution to meet the Generic technical specifications as per “Annexure-V” and enable ITI with technological detail to manufacture as per terms & conditions enumerated below.

### IMPORTANT DATES

<b>Sl. No.</b>	<b>Activity</b>	<b>Schedule</b>
<i>i</i>	<i>RFP Issue Date</i>	22/05/2025
<i>ii</i>	<i>Bidders Query last Date</i>	29/05/2025 : 17.00Hrs
<i>iii</i>	<i>Upload of Reply to Bidder's query</i>	01/06/2025 : 17.00Hrs
<i>iv</i>	<i>Due Date &amp; Time for Submission of Proposal through e- Wizard</i>	06/06/2025 : 11.00Hrs
<i>v</i>	<i>Date &amp; Time of opening of Proposals</i>	06/06/2025 : 11.30Hrs

## **2. PURPOSE**

ITI intends to manufacture Electronic Controller Systems with Complete eMS Solution for Smart Rack System to be used in Bharat Net Phase III (DBOM) project.

For Generic Technical Specification (Hardware & Software) please refer “Annexure-V”. Please note that the Technical Specification may vary as per end customer requirements. The selected Partner should be willing for Design and Development of Electronic Controller System with Complete eMS Solution for Smart Rack System used in Bharat Net Phase III (DBOM) project on exclusive basis to enable ITI as Class-I manufacturer with minimum 50% value addition.

Bidders who have relevant experience in Design and Development of Electronic Controller Systems with Complete eMS Solution can submit the proposal.

## **3. SCOPE**

- 3.1) The strategic alliance between ITI and the Partner shall be for a period of minimum Ten years or as per agreed time period from the date of the agreement. The Agreement will be extended further on mutual consent.
- 3.2) Selected Partner should be willing to Design and Develop the Electronic Controller System with Complete eMS Solution for Smart Rack System to be used in Bharat Net Phase III (DBOM) project on exclusive basis to enable ITI as Class-I manufacturer with minimum 50% value addition through an Agreement to enable ITI to manufacture, Market, Sale & Service, provide maintenance of the product. The Partner would take responsibility of their part on behalf of ITI to obtain the required Type Approval Certificate as well as required certifications.
- 3.3) The partner should be responsible to develop and provide free software/firmware/patches/ upgrades to ITI for the product as per customer order conditions during the pre-sales and post sales phases of the product to ascertain the compliance of the product with the standards and specifications and to enable ITI operate and maintain the system.
- 3.4) The Agreement will include the hardware/software Design & Development of Electronic Controller System with Complete eMS Solution and enable ITI to

manufacture the Smart Rack Systems by providing the assistance in assembly, inspection, testing, quality assurance methods, troubleshooting, supply, Installation and Commissioning, servicing/maintenance during the warranty/post warranty period, training, documentation, design upgrades, system integration as per the customer requirements. The Partner shall ensure compliances in totality of the developed product to applicable Indian Standard specifications or any other standard, as referred in the customer requirement.

- 3.5) The successful bidder has to support ITI to get the all certifications like Type Approval Certificate from accredited agencies as per the BharatNet Phase III project requirement. Partner has to support ITI for Proof of concept (PoC) as per end customer requirement without any additional charges.
- 3.6) The Partner at their own cost shall develop prototype for the proof of concept.
- 3.7) The Partner shall ensure the compliance of the of developed product as per the Generic technical specifications as per “Annexure-V”. This is the tentative requirement which may vary as per the specific customer tender requirements.
- 3.8) The Partner should meet the eligibility criteria as per clause 5(A). Partner shall provide clause-by-clause compliance as per Annexure-II and conform to the requirements, by providing undertaking as per Annexure-III.
- 3.9) The developed solution shall be deployable in the field.
- 3.10) The Partner shall provide source code of firmware and software of eMS solution.
- 3.11) The Partner will provide the Hardware and Software requirement of the eMS server for the installation at S-NOC and C-NOC.
- 3.12) ITI will manufacture the designed product as OEM.
- 3.13) ITI shall be solely responsible for procuring the materials as per BOM requirement for manufacturing, while the selected bidder may support source the materials by open tender at a competitive rate. Partner has to provide the detailed technical specifications, drawings etc. for all the components being sourced from open market. Partner shall also extend the technical support for using the equivalent items compatible to the BOM item.

- 3.14) The Partner must assist ITI in setting up the production lines and give necessary Technical Support including Specification, process diagrams & training to ITI personnel for the smooth and efficient functioning of the Production. ITI desires that Partner shall assist in procurement of all the necessary Infra required for Manufacturing & Testing of Electronic Controller System with Complete eMS Solution for Smart Rack System except High End SMT facility (available with ITI).
- 3.15) Partner shall develop and provide all the upgrades for the product during the contract period without any commercial implication. They should also ensure to develop the product to meet upgraded Technical Specification as per prevailing standard if any, to overcome any obsolescence.
- 3.16) Partner shall depute experienced technical personnel as per the requirements to support manufacturing and after that as and when required to resolve the technical issues for Certification, during bulk production, installation & commissioning and maintenance.
- 3.17) Technology enablement for Design and Development of Electronic Controller System with Complete eMS Solution and its maintenance for Smart Rack System shall be only on Royalty Model.

#### **4. Eligibility Criteria, General Commercial Conditions and Special Conditions -**

<b>A</b>	<i>Essential Eligibility Criteria for the Applicants</i>	
	<i>Pre-Qualifying Criteria</i>	<i>Compliance Document</i>
<i>i.</i>	<i>The BIDDER should be a company registered in India having its office in India and incorporated under the Indian Companies Act, 1956/2013 and should be at least three years (from the date of releasing this RFP) old company.</i>	<i>The details of the company and Certificate of Incorporation shall be submitted by the bidder along with technical bid.</i>
<i>ii.</i>	<i>BIDDERS who have relevant experience in Design &amp; Development of Electronic Controller System with Complete eMS Solution can submit the proposal. Bidder must have executed at least one project of Electronic Controller System and its On-Line Monitoring &amp; Control Systems in last three years.</i>	<i>Documentary evidence (Customer POs and performance certificate along with contact no, email address of the customer) to prove experience to be submitted along with technical bid.</i>

iii	<i>The bidder should be ISO 9001 certified company</i>	<i>ISO 9001 certificate to be submitted</i>
iv	<i>Turn-Over – Average Annual Turn Over for last three FY (2021-22, 2022-23 &amp; 2023-24) shall be minimum Ten Crores (10) Cr.</i>	<i>Audited account statement and turn-over certificate for the years specified shall be submitted by the party along with technical bid</i>
v	<i>The company should be profitable during last 3 financial years, that is, 2021-22, 2022-23 and 2023-24. Bidder's Net Worth for the last three years must be positive.</i>	<i>a. Audited account statements for the years specified to be provided. b. The Net worth certificate to be provided.</i>
vi	<i>Bidder should have the sufficient manpower, Equipment and Development facilities to meet the Product Development Timeline. Partner should have R &amp; D setup in India.</i>	<i>Details of R&amp;D infrastructure including technical manpower resources to be submitted.</i>
vii	<i>Partner must confirm that there are no Patent / legal issues that might become hindrance as per scope of RFP at any stage.</i>	<i>Self-Undertaking would be required</i>
viii	<i>The Partner should commit to provide any software/hardware upgrade at free of cost required on the designed product to keep it updated and also work on optimizing the design to make it market competitive and meet customer requirements as per the prevailing standards.</i>	<i>A Self-Declaration consent to be provided.</i>
ix	<i>Partner shall submit self-declaration(s) that the Bidder not blacklisted/banned/debarred/suspended by the Central/ any other States/ Union Territories Government/ Quasi-Govt/ Govt. undertaking/Banks/Financial Institution or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade or for any other reasons or bad</i>	<i>A Self-Declaration of not being under any black list or Barring.</i>

	<i>performance/ delayed delivery / Bank NPA, CDR (Corporate Debt Restructuring), SDR (Special Debt Restructuring), NCLT or for any other defaulting reason as on date of opening of this RFP.</i>	
x	<i>Bidder should meet the Technical specifications for Product as mentioned in "Annexure-V".</i>	<i>A Compliance statement is needed.</i>
xi	<p><i>The Partner shall complete the product development with complete eMS solution in the strict timeline and provide assistance vide an agreement enabling ITI to manufacture with following steps.</i></p> <ul style="list-style-type: none"> <li><i>a. SMT assembling using components</i></li> <li><i>b. Bill of materials list along with technical specifications, part nos. and the OEM details</i></li> <li><i>c. THT and manual assembling using component</i></li> <li><i>d. Mechanical assembly for Electronic Controller System</i></li> <li><i>e. Product assembly</i></li> <li><i>f. Software flashing</i></li> <li><i>g. Product Testing</i></li> <li><i>h. Debugging of product</i></li> <li><i>i. Any other procedure which is required for manufacturing of the developed product.</i></li> </ul>	<i>A Compliance Statement is needed</i>
xii	<p><i>Orders issued by the Government of India restricting procurement from certain countries which shares a land border with India shall apply to this RFP.</i></p> <p><i>Any Bidder from a country which shares a land border with India shall be eligible to bid in this tender only if they are registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).</i></p>	<i>Bidder sharing land border with India, which are not part of restricted countries shall provide the certificates of registration in this regard from DPIIT. Undertaking format is provided in Annexure –IX.</i>

	<i>The Partner must have capability to Design and develop the product in accordance with Industry Standards catering to different regions along the globe and relevant standards.</i>	
xiii	<i>The Partner has to provide free software /firmware/patches/software upgrades to ITI for the product as per customer order conditions during the pre-sales and post sales phases of the product to ascertain the compliance of the product with the standards and specifications.</i>	<i>A Compliance Statement is needed</i>

<b>B</b>	<b>General Commercial Conditions</b>	
i.	The successful bidder shall enter into an Agreement with ITI for Design and Development of Electronic Controller System with Complete eMS Solution to enable ITI for the manufacturing and servicing of the product.	
ii.	The successful bidder shall provide comprehensive support to ITI for the installation, commissioning, warranty and post warranty servicing of the product.	
iii.	The royalty payment shall be made on receipt of payment from the end customer on back to back basis The Royalty shall be calculated on the basis of sales invoice (Excluding Freight and Taxes) raised by the ITI Ltd, Mankapur. Request for change in terms will not be entertained at any point of time.	
iv.	The details of Technology for the product manufacturing along with Gerber data, PCB layouts, schematic diagrams, BOM along with sourcing details, through-hole details, software, source code and mechanical assembly details etc., are to be provided by the successful bidder to ensure smooth manufacturing and delivery of finished product once the agreement is signed.	
v	The process of Technology enablement as mentioned in clause 4.A.(xi) should be completed within two months' time from the date of agreement.	
vi.	The Partner shall impart necessary training to ITI Engineers for undertaking manufacturing, testing, calibration, troubleshooting, and installation acceptance testing including Pre-Dispatch Inspection for successful commissioning at the premises designated by the customer. The Design/R&D issues however shall remain in the scope of the selected PARTNER only.	



vii.	The Contract Agreement between ITI and Successful Bidder shall be signed by authorized signatories of ITI and the Partner, duly supported by Power of Attorney issued by respective parties in the name of these signatories.
viii	Partner shall provide full support to ITI for achieving any certification/type approval/Proof of concept as required by the end customer.
ix.	The Partner shall sign an agreement to provide full support to ITI in planning, manufacturing, implementation, upgrading of manufacturing facilities and rehabilitation of the manufacturing lines so that ITI is fully equipped and capacitated to service the potential customer order.
x	All items of the BOM should have more than one source.
xi	L-1 party will be decided based on the lowest royalty quoted.
xii	In the event that ITI LTD is required to provide demonstration or working of the product to their buyers, the same shall be arranged by the bidder at their own cost and expenditure.
<b>C</b>	<b>SPECIAL CONDITIONS</b>
i.	The Technology enablement for the Designed product shall be exclusive to ITI in India and in SAARC countries for the contract period from the date of signing of agreement provided the ITI manufactured Electronic Controller System with Complete eMS Solution keep matching the price competition. However, manufacturing if found non-viable by ITI, it may review its decision.
ii.	The successful bidder should be doing hand holding in leveraging its resources to streamline the production of the product at ITI as per customer requirement.
iii.	In case any Bidder's statement is found false and misleading, the barring process against such defaulting Bidder shall be initiated by ITI and the next eligible Bidder shall be selected to go ahead in the process of proving technical compliance and competence to the required standards and specifications by applying risk and cost to defaulting Bidder.
iv.	As per Govt. procurement policy for Micro and small Enterprises, 2012 (amended 2018 and 2021), Micro and Small Enterprises (MSEs) may be given relaxation in prior turnover and prior experience criteria during tender process, subject to meeting of Quality and Technical Specifications. MSE vendors who are registered under Ministry of Micro and Small Enterprises, Government of India shall submit all the relevant documents for claim of benefit extended to MSE. Also mention whether the MSE certificate is issued for the relevant area pertaining to the terms of the RFP. The MSE who are authorized dealers/distributors are not

	eligible for availing the benefits extended to MSME's.
v.	<p>As per O.M. No. F.20/2/2014-PPD(Pt.) dated 25th July, 2016 of DOE, prior turnover and prior experience for all Startups [whether Micro &amp; Small Enterprises (MSEs) or otherwise] is relaxed subject to their meeting of quality and technical specifications. Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), holding valid Startup Recognition Certificate which is to be uploaded while bidding. It will be validated by ITI.</p> <p>Bidder to ensure that turnover for any of the financial years has not exceeded beyond limits prescribed in the certificate / Start Up scheme of DPIIT.</p>
vi.	<p>The Successful Bidder should be willing to provide PBG to ITI in order to provide commitment towards any technical issues/fault at later stage of I&amp;C, product Certifications and maintenance etc.</p> <p>The successful bidder shall submit a PBG / EPBG of value Rs. Five (05) Lakh for entire contract period.</p>

## **5. Liquidated Damages**

- 5.1 Any LD imposed by the end customer to ITI due to non-performance of the product or non-provision of warranty support, the equivalent LD will be levied on the selected partner by ITI, except for reasons if only attributable to ITI.
- 5.2 The amount of Liquidated damages may be adjusted against any sum payable to the successful bidder under this or any other contract with ITI.

## 6. Financial Proposal

<b>RFP Reference No. :</b>		<b>ITI/MKP/RFP/ Controller /01</b>
<b>Description of the RFP</b>	<b>Selection of Partner for Design &amp; Development of Electronic Controller System with Complete eMS Solution for Smart Rack System used in Bharat Net Phase III (DBOM) Project</b>	
<b>Bidder's Name</b>		
<b>Sl. No.</b>	<b>Details</b>	<b>%age</b>
1	Running Royalty on the sales price excluding taxes (Percentage)	

- 6.1 Selection of Technology Partner will be done on the basis of lowest Royalty payable by ITI and quoted by the Technology Partner.
- 6.2 The values filled at the prescribed place in the Price Bid shall be a numerical value to be considered up to two decimal points for calculation.
- 6.3 Financial Bid duly filled & signed in Excel format as per attached bid sheet to be uploaded in ITI Tender Portal.
- 6.4 In no case the financial bid shall be submitted with technical bid. Otherwise it will be summarily rejected.
- 6.5 The financial proposal shall be rejected summarily, in case any condition is indicated in the Bid.

## 7. Instructions for Submitting Proposal Towards RFP

7.1 The proposals shall be uploaded on Ewizard on or before the due date and time as specified. The URL for Ewizard is <https://itilimited.ewizard.com/>, <http://tenders.itild.in> . for detailed information and for submission of bid. For any assistance please contact following-

- i. Mr. Amrendra: Mob: 8448288980
- ii. Mr. Abhishek: Mob: 8448288984/790326952, e-mail: [ewizardhelpdesk@gmail.com](mailto:ewizardhelpdesk@gmail.com)  
[eprochelpdesk.37@gmail.com](mailto:eprochelpdesk.37@gmail.com)
- iii. Deepak: 9680005669/9355030621
- iv. Mr. Sitesh- 8448288992, iv) Mr. Virendra- 8448288988  
[eprochelpdesk.21@gmail.com](mailto:eprochelpdesk.21@gmail.com)

7.2 Accessibility of NIT Document: Complete NIT document with terms and conditions is provided in the following websites

- (i) <https://www.itild.in/>
- (ii) <http://eprocure.gov.in/>
- (iii) <http://itilimited.ewizard.com>, <http://tenders.itild.in/>

7.3 Any clarifications regarding the tender can be obtained from DGM- W ITI Limited, Mankapur, Gonda (UP), Pin -271308 email: [vkmishra\\_mkp@itild.co.in](mailto:vkmishra_mkp@itild.co.in), [yogeshsrivastava\\_mkp@itild.co.in](mailto:yogeshsrivastava_mkp@itild.co.in), Mob: 9794743437 / 8004735636

7.4 Financial bid will be opened only of technically qualified bidders.

7.5 Bid offered should be valid for a period of 180 Days from the date of opening of RFP response.

7.6 Conditional offers are liable for rejection.

7.7 The Bidders should give Clause by clause compliance (as per Annexure II) of RFP with references to supporting documents; otherwise the offers are liable for rejection.

7.8 The bidder to indemnify ITI LTD from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc. as charged by the customer except for reasons if only attributable to ITI.

7.9 ITI LTD reserves the right to suspend or cancel the RFP process at any stage, to accept, or reject any, or all offers at any stage of the process and / or to modify the process, or any part thereof, at any time without assigning any reason, without any obligation or liability whatsoever.

7.10 Cost of RFP: The bidder shall bear all costs associated with the preparation and submission of his offer against this RFP, including cost of presentation for the purposes of clarification of the offer, if so desired by ITI LTD. ITI LTD will, in no case be responsible or liable for those costs, regardless of the conduct or outcome of the RFP process.

- 7.11 Amendment of RFP: At any time prior to the last date for receipt of offers, ITI LTD, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by an amendment. In order to provide prospective bidder reasonable time in which to take the amendment into account in preparing their offers, ITI LTD may, at their discretion, extend the last date for the receipt of offers and/or make other changes in the requirements set out in the Invitation for RFP.
- 7.12 ITI LTD will not consider any or all of the bids if they are not meeting RFP requirements.
- 7.13 ITI LTD may at its discretion reject any offers received for selection without assigning any reasons.

## **8. Other Terms and conditions:**

### **8.1 Confidentiality**

- All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the customer to the bidder, in connection with the customer PO, whether such information has been furnished before, during or following completion or termination of the customer PO are confidential.
- If advised by the Customer, all copies of such information in original shall be returned on completion of the bidder's performance and obligations under this customer PO.

### **8.2 Indemnity:**

- Bidder to indemnify ITI LTD from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc. as charged by the customer. LD/ Penalties incurred on account of delay in supply, product failure during warranty if any and deficiency in Warranty and AMC services shall be borne by the bidder except for reasons if only attributable to ITI.

### **8.3 Risk Purchase:**

- If the successful bidder fails to sign the agreement within fifteen (15) days from the date of award of contract then buyer shall have the liberty to go with alternate source explored through this RFP.

### **8.4 Arbitration:**

- 8.4.1 In case amicable settlement is not reached in the event of any dispute of difference arising out of the execution of the contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by

the bidder in any manner touching upon the contract, such dispute or difference shall (Except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by ITI LTD.

8.4.2 The award of the arbitrator shall be binding upon the parties to the dispute.

8.4.3 Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to arbitration proceedings under this clause. The cost of arbitration shall be borne equally by both the parties.

8.4.4 Work under the contract shall be continued during the arbitration proceedings.

8.4.5 Failure to comply with any of the above conditions can result in termination of the contract, forfeiture of the security deposit, penalty as may be decided by ITI LTD and future blacklisting of the bidder.

8.4.6 The venue for arbitration proceeding shall be Gonda (UP)

8.4.7 Language of offers: The offers prepared by the Company and all the correspondences and documents relating to the offers exchanged by the companies shall be written in English language.

## **8.5 TERMINATION FOR DEFAULT:**

8.5.1 Any of the following events shall constitute an event of default by the bidder entitling the Competent Authority to terminate the contract and PBG / EPBG shall be forfeited.

- If the bidder fails to perform any obligation(s) under the Contract
- If bidder, does not remedy his failure within a period of 30 days (or such longer period as the ITI LTD may authorize in writing) after receipt of the default notice from the ITI LTD.
- If selected bidder fails to fulfill its part of the work to the satisfaction of ITI LTD, then ITI LTD shall have the right to terminate the contract.

8.5.2 The contract shall not be terminated for failure to discharge responsibilities due to force majeure situations or failure by ITI LTD to meet conditions precedent.

## **8.6 FORCE MAJEURE:**

- If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lockouts or act of God (Hereinafter referred to

as events) provided notice of happenings, of any such eventuality is given by the either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this and contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the ITI LTD as to whether the deliveries have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at its option terminate the contract.

#### **8.7 TERMINATION FOR INSOLVENCY:**

- ITI LTD may at any time terminate the contract by giving written notice to the bidder, without compensation if the bidder becomes unwilling, bankrupt or otherwise insolvent.

#### **8.8 ITI's Right to accept any bid and to reject any or All Bids or to cancel the RFP:**

- ITI LTD reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of ITI's action.

#### **8.9 Disclaimer:**

- ITI LTD and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of ITI LTD and/or any of its officers, employees.



**Annexure-I****Bidder's Profile**

1	Name and address of the company			
2	Contact Details of the PARTNER (Contact person name with designation, Telephone Number, FAX, E-mail and Web site)			
3	Area of business			
4	Annual Turnover for 3 financial years (₹ in Cr )	2021-22	2022-23	2023-24
5	Date of Incorporation			
6	GST Registration number			
7	PAN Number			
8	CIN Number, if applicable			
9	Number of technical manpower in company's rolls			
10	Number of R&D engineers			

**Annexure-II****Compliance Statement**

<b>Section Details</b>		<b>Clause Numbers</b>	<b>Compliance (YES/NO)</b>	<b>Documentary Reference, If any</b>
<b>Technical BID</b>				
3	Scope	3.1-3.17		
4A	Eligibility conditions for Partner	4.A.i-4.A.xiii		
4B	General Commercial Conditions	4.B.i-4.B.xii		
4C	Special Conditions	4.C.i-4.C.vi		
5	Liquidated Damages	5.1-5.2		
6	Financial Proposal	6.1-6.5		

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

We, M/s..... Do hereby undertake the following:

- 1.** We are not blacklisted by Central Government / any State or UT Governments / PSU/ organized sector in India to work with ITI as per this RFP and Customer Tender terms and conditions. Also we agree to implement the project (scope of work as per Tender terms and conditions including investment) covering Warranty & post-warranty services, maintenance etc., in the event of ITI winning the contract on back-to- back basis.
- 2.** We undertake to submit Bid Security Declaration as per format Annexure- X in lieu of Earnest Money Deposit (EMD).
- 3.** That we have adequate manpower with qualifications, certifications and experience as may be required for Technology enablement with ITI as well as to provide services/support to the customer as per their tender/PO requirement.
- 4.** We will support ITI in obtaining all the required certificates/approvals as per customer tender requirement.
- 5.** We are willing to sign MoU/Agreement, Integrity Pact with ITI for addressing the customer requirements as per customer's tender terms and conditions.
- 6.** We undertake to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc. as charged by the customer except for reasons if only attributable to ITI.
- 7.** To support the designed product for warranty and Post warranty comprehensive AMC as per the requirement of Customer tender terms and conditions. All software upgrades, patches and Licenses to be provided free of cost.
- 8.** The PARTNER should give certificate/undertaking stating that all the hardware / software designed under the contract shall not contain any embedded malicious codes that could inhibit the desired functions of the equipment or cause malfunction of equipment in any manner.

Signature:

Name:

Designation of Authorized Signatory:

**PRE-CONTRACT INTEGRITY PACT**  
**Tender ENQUIRY / BID /EOI no.....**

THIS Integrity Pact is made on.....day of .....2025.

**BETWEEN:**

ITI Limited having its Registered & Corporate Office at ITI Bhavan, Doorvaninagar, 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 ..... (item details) of ITI Limited Mankapur. 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 person 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) commit himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the tender process and during the execution of the contract.
- a. The bidder(s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The bidder(s)/contractor(s) will not enter with other bidders/contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary

- contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The bidder(s)/contractor(s) will not commit any offence under IPC/PC Act, further the bidder(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass 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: -

**1- Shri Atul Jindal, IFS (Retd.)**

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

**2- Shri Benny John, IRS (Retd.):**

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

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 Bangalore.

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 partnership, the pact must be signed by all consortium members and partners.

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

12.3 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)

.....

.....

CHIEF MANAGER / Dy. General Manager  
ITI LIMIED , MANKAPUR

Witness

Witness

1) .....

1).....

2) .....

2).....

**ANNEXURE-V**

<b>Technical Specifications -</b>			
(1) Tender Enquiry No.: MM/BNO&M/BN-III/T-791/2024 issued on 15.02.2024 and its amendments (2) Pls. note that the Mechanical Enclosure required for the Racks shall be provided by ITI.			
<b>Specifications (Rack at Block and GP -All the equipment at GP shall be AC operated while at the Block, all equipment shall be DC operated )</b>			
<b>Sl</b>	<b>Description</b>	<b>Details</b>	<b>Tender Amendments</b>
1	Dimension of Controller	All the Control part & Power Supply of Electronic Controller System should be designed in such a way that it will be accommodated in 19" Rack Mountable 1U/2U mechanical enclosure.	
2	Cooling	The housing should be equipped with DC/AC operated cooling Axial Fans, self-starting, double ball-bearing, temperature-controlled operation via controller. Noise level maximum 65dB.The cooling fans should be on a fan tray for ease of access and easy fault identification and diagnosis. N+1 Configuration fans. Stand by fan operates automatically when inside temperature exceeds 60°C OR any of the fans fails. The enclosure should also have provision to mount Outlet filters: Material: ABS/PU, For ventilation by convection size and capacity as per heat load requirement.	Cooling fans will be provided with monitored fan tray and one time temperature setting at factory.
3	External ON / OFF Switch	Power supply to the Rack shall be without external ON/ OFF switch, to avoid any accidental power cut. Further, in case of requirement of smart meter, there shall be provision in the rack to install the same inside the rack only.	

4	Access Control and Monitoring System	<p>Electromagnetic spring loaded metal lock with 9 digit electronic keypad reader for front door with IP/SNMP/Web browser based control and monitoring to central NOC along with temperature, humidity, water logging, fan fail, water leakage from top, fire detection, door open/unauthorized access monitoring to manage the SLA, Enclosure, Fan and Filter, locking and Monitoring system should be from the same OEM. There should be an eMS for monitoring major parameters including Input &amp; Output Voltages, Inside &amp; Outside Temperature, Humidity, Alarms, battery back up time left. It should also be possible to control/switch on/off Non- Critical Loads/ Extra fans. The monitor &amp; Control should be possible from State NOC as well as Central NOC. Last 24 hrs (at least) Alarm &amp; Access events must be stored with Date &amp; Time stamp</p>	<p>Enclosure, IP/SNMP/Web Browser based control and monitoring system (eMS) should be from the same OEM to ensure that the OEM has sufficient deployment capability and experience as smart rack is most critical for rural applications.</p> <p>eMS would be monitoring Battery Percentages of the UPS-battery to be installed in the rack as well as the battery level of the Access Control Lock. Super User is NOC Administrator.</p>
5	Temperature based fan operation	<p>The fans will be in 5+1 configuration and 3 fans will operate when inside temperature is above 25°C, 2 more fans will start operating automatically when inside temperature exceeds 35°C. Standby fan operates automatically when inside temperature exceeds 60°C OR any of the fans fails.</p>	
6	Hidden camera	<p>A hidden tamper proof camera will capture a snapshot every time the door is opened and continues to take snapshots at every 5 minutes for one hour and thereafter every 15 minutes until the door is closed and sends the snapshot to NOC, where it is stored for at least 15 days backup</p>	<p>To ensure working even in darkness, the camera should be IR enable.</p>
7	Access control system rights and protection	<p>The password for access control system can be remotely reset by a Super User at NOC. In case of unauthorized access of cabinet or wrong password is entered, a notification will be sent to the NOC and after three failed attempts, the password will be disabled.</p>	
8	EMS for Rack Operations-	<p>The status of all the racks and all the alarms shall be available in the eMS to be supplied. The eMS shall be integrated both with State NOC and Central NOC.</p>	

**DECLARATION OF RELATION IN ITI**

**(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)**

**To,**

ITI Limited,  
Mankapur, District – Gonda, UP – 271308

**Dear Sir,**

**Sub: Declaration for relation in ITI**

**Subject: RFP**

**I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner (s)/Director(s) employed in ITI**

**Tick (√) any one as applicable:**

- i. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in ITI

**OR**

- ii. The Proprietor, Partner(s), or Director(s) of our Company/Firm have relation/relatives employed in ITI and their particulars are as below:

**(i)**

**(ii)**

(Signature, Date & Seal of Authorized Signatory of the Bidder)

**Note:**

1. Attach separate sheet, if necessary. If ITI Management comes to know at a later date that the information furnished by the Bidder is false, ITI reserves the right to take suitable action against the Bidder/Contractor.

**BID FORM**

NIT No. \_\_\_\_\_

Dated: \_\_\_\_\_

To,

ITI Limited,  
Mankapur, District – Gonda, UP – 271308

Dear Sir/Madam,

1. Having examined the conditions of contract and specifications including addenda Nos.....the receipt of which is hereby duly acknowledged, we, undersigned, offer to act as Partner in conformity with the said contract.
2. We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
3. Until a formal Contract / Agreement is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
4. Bid submitted by us is properly prepared and submitted in the relevant sections of e-bidding portal as to prevent any subsequent alteration and replacement. Also pricing details / information is not made available in the technical section of e-bidding portal.
5. We understand that you are not bound to accept the lowest or any bid, you may receive.
6. We understand that the Bid document so submitted is the true copy of ITI tender documents available on ITI website [www.itilttd.in](http://www.itilttd.in). Any deviation will result in the rejection of the bid.

Dated this .....day of.....2025

Name and Signature -----

In the capacity of -----

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

-----

Witness: -----

Address: -----

Signature

**NON-DISCLOSURE AGREEMENT**

By and between  
**ITI Limited,**  
**Mankapur, District – Gonda, UP – 271308**  
(hereinafter “ITI”)

On the One Hand And

(hereinafter “XXXX ”)

On the Other Hand

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

**ARTICLE 1. DEFINITIONS**

“Agreement” means this Non-Disclosure Agreement.

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



the possession or control of the Recipient which contain or otherwise reflect or are generated from any such information as is specified in this definition.

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

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

## ARTICLE 2. PURPOSE OF AGREEMENT

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

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

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

## ARTICLE 3. IDENTIFICATION OF INFORMATION

Both Party’s information relating to business, financial and technical data related to the system engineering, manufacturing, marketing and business development capabilities with specific reference to the parameters laid out in the RFP

## ARTICLE 4. CONFIDENTIAL INFORMATION RIGHTS AND OBLIGATIONS

(a) Information that is to be accepted in a confidential relationship and treated as Confidential Information, shall be disclosed in a tangible form, and shall be conspicuously marked as being “Private,” “Confidential,” or by any other appropriate legend clearly indicating the confidential nature of the information.

(b) Confidential Information, if first disclosed in a non-written or other non- tangible form, shall be identified by the disclosing party at the time of disclosure as being disclosed in confidence, shall be reduced to tangible form and marked in accordance with Article 4(a), and such tangible form shall be delivered to the Party identified above within twenty (20) working days after the date of first disclosure. During the above stated 20-day period,

such Confidential Information shall be protected in accordance with the terms of this Agreement.

(c) Confidential Information that is disclosed pursuant to this Agreement shall not be used other than for the purposes submitted, or disclosed to any third party, unless authorized in writing by the disclosing Party.

(d) Upon receiving Confidential Information from the disclosing Party, recipient shall use at least the same degree of care that it uses in protecting its own information of like kind, but not less than reasonable care to safeguard such Confidential Information from an unauthorized use or disclosure. Recipient agrees that each employee having access to Confidential Information of the other Party to this Agreement, shall be in a "need-to-know" basis and shall be informed of the existence of this Agreement.

If the Receiving Party makes any copies, extracts, summaries, or digests of the Confidential Information (including computer entries), the Receiving Party shall ensure that appropriate legends are affixed thereto. Copies made by a reproduction service contractor, for the exclusive use of a Party to this Agreement is permitted, provided the service contractor has executed a non-disclosure agreement, which is sufficient to protect the Confidential Information required under this Agreement.

(f) Receiving Party undertakes to observe all requirements of security regulations of the Government of India to the extent they apply to Proprietary / Confidentiality Information disclosed pursuant to hereinto.

## ARTICLE 5. AGREEMENT AND CONFIDENTIALITY TERMS

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

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

Notwithstanding the above, the provisions of this Agreement, as they relate to Proprietary Information, shall remain in full force indefinitely unless expressly agreed otherwise in writing by the parties. Furthermore, the receiving party agrees to promptly return or destroy, as instructed by the disclosing party, any Proprietary Information received from the disclosing party, together with

all copies thereof, upon request by the disclosing party, termination of the Agreement or expiry or termination of the Purpose, whichever is earlier.

#### ARTICLE 6. PROTECTION LIMITATIONS

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

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

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

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

#### ARTICLE 7. CONTACT

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

ITI LIMITED

XXXXX

Phone:

Fax:

Email ID :

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

## ARTICLE 8. JUDICIAL ORDER

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

## ARTICLE 9. TERMINATION PROVISIONS

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

- (a) Within thirty (30) days after the termination of this Agreement under Article 5;
- (b) At the request of a Party upon completion of the purpose(s) for which it was submitted;
- (c) Upon the determination by a Party that received the information that it no longer desires to possess such Confidential Information; or
- (d) Upon breach of any of the obligations of this Agreement, wherein such Confidential Information, and all copies thereof, shall be returned to the Party that owns or controls the Information within thirty (30) days of written demand by such Party.

## ARTICLE 10. SUCCESSORS

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

## ARTICLE 11. ASSIGNMENT

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

## ARTICLE 12. GENERAL PROVISIONS

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

In the event of breach of the terms of this Agreement, the failure of a Party to enforce any right under this Agreement, shall not be deemed a waiver of any right hereunder. The invalidity in whole, or in part, of any condition of this Agreement shall not affect the validity of any other condition hereof.

At all times, both Parties shall remain independent contractors, with each responsible for its own employees and representatives. This Agreement is not intended to be, nor shall it be construed as, a joint venture, Partnership or other formal business organization, and neither party shall have the right or obligation to share any of the profits, or bear any losses, risks or liabilities of the other Party by virtue of this Agreement. Neither Party is authorized to act for, or on behalf, of the other Party, nor to bind or, otherwise commit the other Party to any contract, or other matter.

(d) This Agreement is deemed to be made under, and shall be construed in accordance with the laws of India.

(e) No amendment or modification of this Agreement shall be valid, or binding on the Parties, unless made in writing and signed on behalf of the Parties, their respective duly authorized officers, or representatives.

(f) This Agreement may be executed in counterparts and transmitted by facsimile, each of which when so executed and transmitted shall be deemed to be an original, and all such counterparts shall together constitute one and the same instrument.

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

## ARTICLE 13. AGREEMENT LANGUAGE

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

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

ITI Limited

XXXXX

By \_\_\_\_\_  
(Typed Name)

By \_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date Signed)

\_\_\_\_\_  
(Date

Signed) In the presence of

Witness

1.Signature:

Name:

Address:

2.Signature:

Name:

Address:

**Declaration regarding "Restrictions on procurement from a Bidder of a country which shares a land border with India"**

---

***(To be submitted on Applicant's Letter Head)***

**To,**

**Dear Sir,**

*In reference to bid submitted by M/s  
against ITI RFP Document Number:*

**.... , I/We have read the Order No:F.No6/18/2019-PPD dated: 23-July-2020 from Department of Expenditure, Ministry of Finance regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub- contracting to contractors from such countries.**

**I/We certify that we/our Collaborator/Assignee are/is not from such a country or, if from such a country, have/has been registered with the Competent Authority and we will not sub- contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.**

**We here by certify that we fulfill all requirements in this regard and are eligible to be considered.**

**We further confirm that evidence of valid registration by the Competent Authority for us/our Collaborator/JV Partner / Consortium member/Assignee, as applicable, is enclosed as Annexure...**

**\*Bidder to strike-off, if not applicable.**

Date: \_

\_\_\_\_\_  
Seal of Organization &

**Place:**

**Signature of Authorized Applicant**

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**Bid Security Declaration**

Dated:

To  
ITI Limited,  
Mankapur, District – Gonda, UP – 271308

Sir,

Subject:     **Ref. No: ITI/MKP/RFP/ Controller /01**

For The selection OF “ PARTNER ” for Electronic Controller System with Complete eMS Solution for Smart Rack System used in Bharat Net Phase III (DBOM) project We, the undersigned, declare that:

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

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

*[Insert complete name of Partner ]*

Dated on \_\_\_\_ day of \_\_\_\_\_ *[insert date of signing]* Corporate Seal (where appropriate)



## **ANNEXURE-XI**

### **9. DOCUMENTS / INFORMATION TO BE UPLOADED**

	<b>Check list of documents/information to be submitted</b>
i.	The profile of the PARTNER as per <b>Annexure-I</b> and Certificate of Incorporation of the PARTNER company.
ii.	Memorandum & Articles of Association
iii.	Audited financial statements for past three years (2021-22,2022-23,2023-24)
iv.	Auditors Net worth certificate & Turnover certificate signed by the company's Auditors/ CA for last 3 financial years.
v.	Documentary evidence (Customer POs and performance certificate along with contact no, email address of the customer) to prove experience to be submitted along with technical bid.
vi.	Details of possession of Quality certifications
vii.	Clause-by-Clause compliance of RFP terms and all corrigendum with supporting documents as per <b>Annexure-II</b> .
viii.	Valid Power of Attorney along with resolution of Board for authorizing the person signing the bid for this RFP.
ix.	Undertaking by the PARTNER shall be submitted as per <b>Annexure-III</b> .
x.	An undertaking to have understood and ready to sign a contract agreement by the appropriate authority immediately after being selected.
xi.	A Pre-Contract Integrity Pact as per the format given in <b>Annexure-IV</b> .
xiii.	Compliance on Generic technical specification <b>Annexure-V</b>
xiv.	Declaration Of Relation In ITI <b>ANNEXURE-VI</b>
xv.	Bid Form <b>Annexure-VII</b>
xvi.	Confidentiality And Non-Disclosure Agreement <b>Annexure-VIII</b>
xvii.	Declaration regarding "Restrictions on procurement from a Bidder of a country which shares a land border with India <b>ANNEXURE-IX</b>
xviii.	Bid security Declaration to be submitted <b>ANNEXURE-X</b>

xix	Checklist of the Documents to be submitted <b>ANNEXURE-XI</b>
xxi	All the self-declarations and undertaking as asked in the RFP
xxii	Certificate to be submitted by Bidders on Rule 144(xi) of the General Financial Rules (GFRs) 2017 on grounds of Defence of India and National Security <b>ANNEXURE-XII</b>

**ANNEXURE-XII**

**Certificate to be submitted by Bidders (On Company's Letter Head)**

**Reference 1: .....issued on .....**

I, \_\_\_\_\_ in capacity of \_\_\_\_\_ authorized signatory of  
M/s.....having \_\_\_\_\_ Regd. \_\_\_\_\_ office  
at.....

being a participant bidder in ITI RFP cited at reference 1 above, hereby declare that I have read and understood the clause regarding Restrictions under Rule 144(xi) of the General Financial Rules (GFRs) 2017 on grounds of Defense of India and National Security issued vide OM cited at reference 2 above, on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I, hereby, further certify that our Company is not from such a country which shares a land border with India and in light of conditions & restrictions imposed vide cited OMs, we fulfil all the requirements in this regard to become eligible to be considered in the subject Tender Enquiry by ITI.

(Name of the authorized signatory)

Signature Designation in Company Seal / Stamp of Company

Counter signed by Company Secretary of the Company with seal / stamp