



RFP FOR

“Request for Proposal (RFP) for Selection of Partner for Manufacturing & Technology transfer for IT Hardware Products”

Ref: ITI/BGP/S&M/IT/HP/01F02501

Date 06.09.2025

ITI LIMITED

Sales & Marketing

Bangalore Plant

Dooravaninagar, Bangalore-560016

CIN No: L32202KA1950GOI000640

Website: www.itiltd.in

1. Introduction.

ITI Limited, a Public Sector Undertaking under the Department of Telecommunications, Ministry of Communications, is a leading Telecom equipment manufacturer and solution provider in India. The major customers are BSNL, BBNL, MTNL, Defence, Paramilitary forces, Railways, Banks, Central & State Government departments, Institutions and research organizations like ISRO.

ITI Limited has been undertaking various projects in all fields of telecommunications and information technology and also continuously deploying new technologies in the field of Telecom, ICT, Networking, e-Governance etc. ITI has diversified its operation and has been executing projects in the field of Smart Infrastructure (Smart Cities, Safe Cities, Smart Energy Meters, Smart Classrooms, Smart Poles etc.), Bharatnet etc. ITI has been executing projects in latest technologies like GPON, OLT, ONT, OFC, HDPE etc.

ITI Limited would like to address multiple upcoming/ongoing tenders for various IT products required in the RFPs. In this connection, proposals are invited under e-tender mode from eligible bidders having proven technological capabilities including necessary Certifications for addressing the above-mentioned upcoming opportunities in IT hardware field and implementing the project as per their scope of work finalized with ITI.

2. Important Dates.

Date of EOI Upload	06.09.2025
Due Date for RFP Submission	26.09.2025
Pre-Empanelment Queries/Pre-Bid meeting	Within 1 from the Eoi floated date
EMD/Security	10.0 Lakhs
ITI Contact Person	DGM-S&M, Bangalore Plant, ITI Limited, Dooravaninagar, Bengaluru– 560016, Mail Id: biometric_bgp@itilttd.co.in , kar_bgp@itilttd.co.in Mob: 9742289097 (DGM), 8149639604 (AM)
Tender Fee	10,000+18% taxes
EMD	INR 10,00,000/-
PBG/Security Deposit	3% of Contract value
The Bank Details of ITI Limited for NEFT/RTGS/Net Banking :	Refer ECS mandate as per Annexure VII
Mode of submission	Thru ITI e-tender portal https://itilimited.euniwizarde.com/ .

3. PURPOSE

ITI intends to manufacture “IT Hardware products” meeting Generic technical specifications as per Annexure-V of multiple products like

1. Desktop
2. Laptop
3. Interactive Flat Panel (IFP)
4. OPS
5. All in One PC
6. Mini-PC
7. Tablet
8. LED TV
9. Large Format Display
10. Video Wall
11. AR-VR Devices
12. Video conferencing
13. Thin Client
14. Digital Podium/KIOSK
15. Rugged Laptop & Tablet
16. Accessories of IT products

4. Scope of work

Documents outline the scope of work and commercial terms for the strategic partnership between **Bidder** and **ITI Limited (“ITI”)**. The partnership covers the Design, Development, ***Manufacturing & Technology transfer for IT Hardware Products*** including hardware and software solutions.

4(i) Overview of Agreements and Terms

The partnership is governed by five agreements, each with a distinct scope and revenue-sharing model. The applicable agreement for each order is based on cumulative realized invoice values per SKU:

- **Finished Goods** are fully completed products that have passed all quality checks and are ready for sale, distribution. BIDDER will provide finished goods to ITI.
- **SKD (Semi Knocked Down)** refers to partially assembled products and that are shipped in complete form and require further Testing/QC and Packing at the ITI destination. BIDDER will provide SKD Parts and ITI will handle further Testing/QC, Packaging and Distribution.
- **CKD (Completely Knocked Down)** refers to products that are fully disassembled into individual parts/Components and shipped for complete assembly including SMT and further jobs to make a finish product at the ITI destination. BIDDER will provide CKD Parts and ITI will handle process to make it finish product for sale/distribution.
- **Technology Transfer (ToT)** refers to the structured process of transferring knowledge, skills, and manufacturing processes information. BIDDER will provide ToT to ITI. However Intellectual property rights of all technology and ToT information will remain strictly with BIDDER.
- **ITI-Sourced ToT Business** refers to commercial activities based on technologies

transferred to ITI for Business opportunities of 1000 Cr or above where complete control over product except for ownership on Intellectual Property rights in the Products.

Agreement	Use Case	Description
1	Finished Goods	BIDDER supplies finished goods to ITI for onward sale.
2	SKD (Semi Knocked Down)	BIDDER supplies SKD parts / Assembled Unit to ITI for onward sale.
3	CKD (Completely Knocked Down)	BIDDER supplies CKD parts & manages Technical Manpower Support for Manufacturing at ITI premises; however, ITI will manage final testing, packaging & Distribution from ITI Location.
4	Technology Transfer (TOT)	BIDDER transfers technology; ITI manages full manufacturing.
5	ITI-Sourced TOT Business	ITI sources the TOT business opportunity and manages manufacturing.

4(ii) Revenue-Based Transitions and SKU-Specific Application

Agreements apply in tiers based on cumulative SKU revenue:

Cumulative Revenue Threshold	Applicable Agreements
Up to INR 100 Cr.	Agreement 1
INR 100 Cr. - INR 200 Cr.	Agreement 1 or 2
INR 200 Cr. - INR 500 Cr.	Agreement 1, 2, or 3
Above INR 500 Cr.	Agreement 1 to 5

1. Up to 200Cr. Business with ITI, only agreement 1 will be applicable
2. After 200Cr. Business between BIDDER and ITI, any business sizing between 200-500Cr. is eligible for agreement 3.
3. Above 500Cr. Business between BIDDER and ITI, any business sizing 500Cr or above is eligible for agreement 4-5.

4(iii) Scope of Work Matrix

The symbols **ITI' (ITI Limited)**, **BIDDER**, and **both (ITI & BIDDER)** are used exclusively to represent certification sources within the scope of this document's activities.

BIDDER - ITI Responsibilities and Scope of Work					
Activity	Agreement 1 - Finished Goods	Agreement 2 - SKD	Agreement 3 - CKD	Agreement 4 - TOT	Agreement 5 - ITI Brings TOT Business + TOT
Product Design & Development	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
Firmware Development & Maintenance	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
Hardware Component Sourcing	BIDDER	BIDDER	BIDDER	BIDDER	ITI
SMT	BIDDER	BIDDER	BIDDER	ITI	ITI
Assembly	BIDDER	BIDDER	ITI	ITI	ITI
Initial Testing	BIDDER	BIDDER	BOTH	ITI	ITI
Supply of Packaging Materials	BIDDER	BIDDER	ITI	ITI	ITI
Supply Finished Goods	BIDDER	BIDDER	ITI	ITI	ITI
Supply SKD Kits	BIDDER	BIDDER	BOTH	ITI	ITI
Supply CKD Kits	BIDDER	BIDDER	BOTH	ITI	ITI
Technology Transfer				BIDDER	BIDDER
Insurance during transit (BIDDER to ITI)	BIDDER	BIDDER	BIDDER		
Escrow Account Management & Fees	BOTH	BOTH	BOTH	BOTH	BOTH
Branding & Marketing	BOTH	BOTH	BOTH	BOTH	BOTH
Intellectual Property Rights (IPR) Ownership	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
Product Liability & Warranty Support	BIDDER	BIDDER	BIDDER	ITI	ITI
Compliance (BIS, STQC, Land Border Policy) & Certification Costs – BIDDER and ITI Certificate used	BIDDER	BIDDER	BIDDER	ITI	ITI

BIDDER - ITI Responsibilities and Scope of Work					
Activity	Agreement 1 - Finished Goods	Agreement 2 - SKD	Agreement 3 - CKD	Agreement 4 - TOT	Agreement 5 – ITI Brings TOT Business + TOT
RMA and Repair Goods Handling	BIDDER	BIDDER	BOTH	ITI	ITI
Unsold Inventory Management	BOTH	BOTH	BOTH	ITI	ITI
Software License Management	BIDDER	BIDDER	BOTH	ITI	ITI
TOT Business Origination					ITI
Final Quality Control	ITI	ITI	ITI	ITI	ITI
Warehousing (Post Delivery to ITI)	ITI	ITI	ITI	ITI	ITI
Demurrage Costs (End Customer Delay)	ITI	ITI	ITI	ITI	ITI
Insurance during warehousing at ITI and Transportation to Customer	ITI	ITI	ITI	ITI	ITI
Transportation to Customer	ITI	ITI	ITI	ITI	ITI
Invoicing & Payment Collection	ITI	ITI	ITI	ITI	ITI

4(iv) Footnotes and Clarifications

- **Firmware:** Integral part of hardware.
- **Business Origination:** Scope of Business origination as mentioned above for Finished Goods, SKD, CKD & TOT.
- **Cumulative Revenue:** Based on realized invoices per SKU.
- Warehousing provided by ITI on a chargeable basis as per mutual agreement.
- Insurance by bidder during transit to ITI warehouse only then ITI further.
- Intellectual property rights remain strictly with BIDDER across all agreements.
- TOT includes full transfer of manufacturing know-how and necessary binary licenses for product.
- Margin percentages clearly stated are based strictly on ITI's final billing to the customer.
- Demurrage or delays caused by end customers are under ITI's responsibility and cost.
- Any clarifications or alterations to scope will require joint consent from both parties.

4(v) **Exclusive Partnership:** ITI will not enter into a similar arrangement with any other OEM during the duration of this agreement.

4(vi) **Co-Branding:**

Cameras will be co-branded as ITI-Bidder.

4(vii) **Joint Marketing:**

Both parties will jointly market the cameras, leveraging ITI's government relationships and Bidder's technical expertise.

5. Instruction to Bidders

The bidders are required to submit soft copies of their bid electronically on the e-Wizard Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submit their bids online on the e-Wizard Portal. For more information, bidders may visit the Portal (<https://itilimited.euniwizarde.com>).

i) REGISTRATION PROCESS ON ONLINE PORTAL:

Bidders to enrol on the e-Procurement module of the portal <https://itilimited.euniwizarde.com/> by clicking on the link "Bidder Enrolment".

- a) The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. This would be used for any communication from the e-Wizard Portal.

Bidders to register upon enrolment, with their valid Digital Signature Certificate (Class III Certificates with signing and Encryption key) issued by any Certifying Authority recognized by CCA India with their profile.

- b) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.

Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

After registration send mail to Helpdesk: helpdeskeuniwizarde@gmail.com for Account activation.

- c) As per portal norms Registration Fee will be applicable.

ii) TENDER DOCUMENTS SEARCH:

Various built-in options are available in the e-Wizard Portal like Department name, Tender category, estimated value, Date, other keywords, etc. to search for a tender published on the Online Portal.

- a) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'Interested tenders' folder.

- b) The bidder should make a note of the unique Tender No assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

iii) BID PREPARATION:

Bidder should take into account any corrigendum published on the tender document before submitting their bids.

Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.

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.

- a) 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.

iv) BID SUBMISSION:

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.

The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.

Bidders to note that they should necessarily submit their financial bids in the prescribed format given by department and no other format is acceptable.

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.

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.

The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- a) 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.

The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.

- b) As per portal norms Tender Processing Fee will be applicable.

v) AMENDMENT OF BID DOCUMENT:

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.

vi) ASSISTANCE TO BIDDERS:

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

Any queries relating to the process of online bid submission or queries relating to e- Wizard Portal, in general, may be directed to the 24x7 e-Wizard Helpdesk. The contact number for the helpdesk is 8448288994/86/87/89/88/81/90/92/82 011-49606060, 07903269552, 9355030608, 9055030613, 7903810198, 9355030606, 9315620706, 9355030623, 9355030628, 8800526452, 9205898228, 9122643040, 9355030604, , , .

The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).

The bid should be submitted through e-Wizard portal (<https://itilimited.euniwizarde.com/>) only.

a) All payments should be done through e-Wizard Payment gateway.

6. Eligibility Criteria of Applicants

5 (i)	A	<p><u>Company Profile:</u></p> <p>The Bidder shall be a Company incorporated/registered in India under the Companies Act 1956/2013/ proprietorship/ partnership firm/ Limited Liability Partnership (LLP) and should be in operations continuously for at least 10 years as on the last date of submission of bid.</p>
	B	<p>The Bidder shall have a Consolidated average turnover of Rs. 30 Cr (duly signed & certified by CA) past three years (2021-22, 2022-23 & 2023-24)</p> <p>Bidder should have a positive Net Worth at the end of the financial year for last three years (FY 2021-22, 2022-23 & 2023-24),</p> <p>(i) The Bidder shall submit copy of the Audited financial statements for last Three years by a certified CA.</p>
	C	<p>Production Experience in the area of specialization</p> <p>The Bidder should have experience of design, development, production and supply of at least 8000 qty 20 of Edge AI Camera products with at least 8 edge AI in last 52 years till date of release of RFP.</p> <p>The Bidder shall submit CA-certified copies of PO and invoices for the last Two years by certified CA with product make and model and technical specification and website link confirming 8 edge AI.</p>
	D	<p>The Bidder should have proprietary control over Firmware, Centralised cloud VMS, and APP.</p> <p>The Bidder shall submit relevant copyrights, trademarks, app developer account ownership details and registration certificates as proof.</p>
	E	<p>The Bidder (any one of the above-mentioned products) (before should have certifications of BIS for Cameras and STQC Qualification for VMS.</p> <p>vi) The Bidder shall submit relevant copyrights, trademarks, app developer account ownership details, and registration certificates as proof.</p>
	F	<p>The Bidder should have Experience of at least executing 1 project of supplying & implementation of any one of the products mentioned above in last 5 FY (2019-20, 20-21, 21-22, 22-23 & 23-24) years directly as bidder with a minimum value of 8 Cr</p> <p>vii) The Bidder shall submit relevant CA certified PO and invoices as proof.</p>
	G	<p>The Bidder should have facility in their ownership of at least 4000 sq. yd.</p> <p>The bidder shall submit proof of ownership of land</p>

	H	<p>The Bidder shall have following team on their payroll:</p> <p>1 – Computer engineers - 5 2 - SMT engineer - 1 3 - Hardware engineer - 1 4 - Full stack developers - 3 5 - AI engineers - 1 6 - Product designers – 1</p> <p>The Bidder shall submit relevant notarised self-declaration statement as proof.</p>	
	i	<p>The bidder should not have been blacklisted or debarred by any Pvt Ltd/State / Central Government or their agencies or Public Sector Undertakings (PSUs) as on bid submission date for corrupt, fraudulent or any other unethical business practices or for any other reason.</p> <p>Undertaking as per the format attached in Annexure-I duly signed by authorized signatory of bidder.</p>	
	J	Undertaking for willingness to work with ITI as per customer tender/RFP etc. terms and conditions	
	K	EMD (Back to Back Basis):	
	L	Undertaking expressing willingness to sign agreement with ITI.	
	M	Consortium is not allowed	
6(ii)		General : Provide Compliance for the following	YES/NO
	a	All activities like Proof of concept on “No Cost No Commitment” (NCNC) basis wherever applicable will be the responsibility of bidders	
	b	Bidder should be willing to impart required training during undertaking services & execution of project (if applicable)	
	c	Bidder should be willing to sign an exclusive agreement with ITI for smooth execution of the project and all commercial terms will be as per the customer Tender/PO on back-to-back basis.	
	d	PBG will be taken from back-end partner, once ITI will be declared L1. Performance Bank Guarantee (PBG) required for the bid will be borne by the selected bidder.	

	e	LD Clause: LD shall be as per the customer PO/tender clause. If any LD imposed by customer, it will be passed on to the bidder on back-to-back basis for CBD (Finished Goods) and SKD Model. In case of CKD, LD is as applicable.	
	f	Payment Terms: a) Payment terms will be as per back-to-back basis. b) Payment to the vendor shall be done after deduction of all i. TDS, applicable taxes, LD/recoveries imposed by customer (if any) in case of back-to-back order. In case of CKD, LD is as applicable. ii. ITI's margin	
	g	The bidder shall give an undertaking for the following: a. To extend a fully back-to-back partnership b. To support ITI and bid in upcoming tenders for IT hardware with ITI as lead bidder c. To support ITI for preparation of the tender, post bid clarifications, technical presentations and any other requirements as per tender.	
	h	Delivery Schedule: Delivery Schedule as per the customer Tender/ PO on back-to-back basis.(if applicable)	
	i	The Total duration of the Services will be 3+2 years (extendable based on requirement and mutual agreement) from the date of signing of agreement by both the parties.	
	j	Bidder will be responsible for any shortcoming in the BOM and the same should be rectified free of cost	
	k	Bidder should not be insolvent (Self Declaration).	
6(iii)		Checklist of documents/information to be submitted:	
	a	Company Profile	
	b	Certificate of Incorporation as per clause 5(i)(a)	
	c	Memorandum & Articles of Association	
	d	Audited financial statements for the last 3 years (FY 2021-22, 2022-23 & 2023-24),	
	e	GST Registration Certificate	
	f	Copy of PAN Card	

	g	CIN (Corporate Identity Number), if applicable
	h	Any other relevant registration documents on registration with other appropriate authorities (ESI, EPFO, etc.)
	i	Authorization letter in the company letterhead authorizing the person signing the bid for this RFP and Power of Attorney (POA)
	j	Undertaking in letter head to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc.
	k	Undertakings in Company letter head as per Annexure I
	l	Bidders Details as per Annexure II
	m	Clause by clause compliance of RFP terms with references to supporting documents as per Annexure III
	n	Pre-Contract Integrity Pact as per Annexure-V a) "Bidders participating in the RFP have to agree to sign Integrity Pact on placement of order / contract" b) "Those bidders who are not willing to sign Integrity Pact will not be considered for bid opening"
	o	The bidder should give an undertaking on the company's letterhead that all the documents/certificates/information submitted by them against this RFP are genuine.
	p	Bidder shall submit technical data sheet of the products which are matching General specification however, in upcoming bids to be submitted, separate compliance sheet & data sheet to be submitted by bidder as per client's requirement.
	q	Work order / Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order; AND Completion / Commission Certificate issued & signed by the competent authority of the client entity on the entity's Letterhead.
	r	Complete RFP and customer tender document duly signed and stamped on each page by the bidder be uploaded.
	s	Conditional bids will not be entertained and summarily rejected. Only online bids on https://itilimited.euniwizarde.comportal will be accepted and no physical bids will be accepted.
	t	ITI Empanelment certificate from any unit is preferable.
6(iv)		Financial Bid (To be submitted in sealed envelopes within the Financial Bid envelope):

		The bidder shall submit the percentage margin offered to ITI.		
6 (v)	Technical Evaluation of Proposal			
	A detailed evaluation of the bid shall be carried out in order to determine whether the bidders are competent enough and whether the bid technically qualifies to the requirements set forth in the eligibility Criteria of the bid. It is mandatory for the bidder to fulfil all the pre-qualification criteria to be technically qualified. Total marks that can be scored in Technical Evaluation are 100. Each Technical Bid has been assigned a technical score of a maximum of 100 marks.			
	Only the bidders who get an Overall Technical score of 80% or more in the Technical Evaluation Framework will qualify for QCBS evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the Bid.			
	Evaluation & Tabulation of Technical Score			
	S. No	Description of the Parameters	Max Score	Supporting Document
	1	The Bidder Turnover as per audited financial statements of last three financial years i.e. 2021-22, 2022-23 & 2023-24. • Rs. 30 Crs to 35 Crs.(5 Marks) • >Rs. 35 Crs to Rs. 40 Crs (10 Marks) • >Rs. 40 Crs to (15 Marks)	15	Certificate from CA indicating Turn over for last three years along with audited Profit and loss statement and balance sheet.
	2	The Bidder experience in Supply, Installation, and execution of Products out of the product mentioned in 5(i) C in Govt/ Private Enterprise/ PSU's in the last Five (5) years i.e. (FY 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24)		
	(i)	IFP Units supplied: • 2000 to 4000 (5 Marks) • > 4000 to 6000 (10 Marks) • > 6000 to 8000 (15 Marks) • > 8000 (20 Marks)	20	Copy of work order/ purchase order/completion certificate.
(ii)	OPS Units supplied : • 1000 to 2000 (5 Marks) • > 2000 to 3000 (10 Marks) • > 3000 to 4000 (15 Marks) • > 4000 (20 Marks)	20	Copy of work order/ purchase order/completion certificate.	
(iii)	Desktop supplied : • 200 to 400 (5 Marks) • > 400 to 600 (10 Marks) • > 600 (15 Marks)	15	Copy of work order/ purchase order/completion certificate.	

		3	<p>The Bidder Experience of executing project for supplying & implementation of any one of the products in 5(i) C in Govt/ Private Enterprise/ PSU's in the last Five (5) years i.e. (FY 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24) directly as bidder with a minimum value of 8 Cr</p> <ul style="list-style-type: none"> • 1 project - (10 Marks) • 2 projects (20 Marks) • 3 projects (30 Marks) 	30	Copy of work order/ purchase order/completion certificate.
			Total Marks	100	
		<p>Evaluation of Bids</p> <p>Overall bid evaluation will be based on QCBS (Quality cum Cost Based Selection) criteria.</p> <p>Both the technical and financial proposals will be used to determine the winning submission. The evaluation methodology employed aims to identify the strongest technical proposal at the best price and to avoid any pitfalls. Hence, each submission's technical proposal scores and financial proposal scores will be weighted based on the quality-cost balance.</p> <p>Weight assigned to technical proposal = 70%</p> <p>Weight assigned to financial proposal = 30%</p> <p>The technical proposals will be evaluated first. The score assigned to each proposal is then weighted as prescribed.</p> <p>Thereafter, the financial proposals will be evaluated.</p> <p>Once the weighted technical scores and weighted financial scores are determined for each set of submissions, they will be summed, to determine the final scores, and which is the winning submission.</p> <p>The Selection of Bidder shall be through three (03) stages.</p> <p>1st Stage consisting of Prequalification and Technical Criteria evaluation. The minimum qualifying marks for 1st stage would be 80 out of 100 marks.</p> <p>2nd stage would be evaluation of Financial Bid.</p> <p>Third stage would be QCBS methodology to find the successful bidder with winning submission as defined below</p> <p>The bidder with highest combined score will be declared as the Winner and will be invited for contract signing.</p>			
		Award of Contract			

		<p>The award of contract to the successful bidder shall be QCBS based.</p> <p>The Highest Financial Proposal (Fh) – (Highest margin % offered) will be given a financial score (Sf) of 100 Points.</p> <p>The financial score (Sf) of the other Financial Proposal will be determined using the following formula: $Sf = 100 \times F/Fh$;</p> <p>In which Sf is the financial score, Fh is the Highest Margin offered and F is the Financial Proposal (% of margin offered) under consideration.</p> <p>Proposal will finally be ranked in accordance with their combined technical (St) and financial (Sf) scores; $S = St \times Tw + Sf \times Fw$;</p> <p>where S is the combined score, and Tw and Fw are weights assigned to the Technical and Financial Proposal that will be 70:30</p>
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07. Special Conditions of RFP:

- a. No advance will be paid to the bidder, even though ITI is eligible to get an advance from the customer being a front-end bidder.
- b. The selected bidder, who has partnered with ITI for a particular tender/ project shall not partner with any other lead bidder for the same tender/project
- c. If the bidder is selected, during the final tender submission, the margin offered to ITI shall not be less than the quoted price.
- d. The estimated project amount stated in this document is provisional and subject to revision during the actual bidding process. Consequently, the bidder's quoted amount may also fluctuate (increase or decrease).
- e. The work order for the actual RFP will be awarded based on the ratio of the bidder's quoted amount to the revised estimated project value, as compared to the initial estimated value stated in this document."

08. Other Terms and conditions:

i) Confidentiality

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

ii) Transparency

All procuring authorities are responsible and accountable to ensure transparency, fairness, equality, competition and appeal rights. This involves simultaneous, symmetric and unrestricted dissemination of information to all likely bidders, sufficient for them to know and understand the availability of bidding opportunities and actual means, processes and time limits prescribed for completion of registration of bidders, bidding, evaluation, grievance redressal, award and management of contracts.

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

iii) Fall Clause:

Fall clause is a price safety mechanism in rate contracts. The fall clause provides that if the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods or services following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and the rate contract amended accordingly.

The provisions of fall clause will however not apply to the following:

- i. Export/Deemed Export by the supplier;
- ii. Sale of goods or services as original equipment prices lower than the price charged for normal replacement;
- iii. Sale of goods such as drugs, which have expiry date;
- iv. Sale of goods or services at lower price on or after the date of completion of sale/placement of order of goods or services by the authority concerned, under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Government Departments including new undertakings (excluding joint sector companies and or private parties) and bodies.

09. Price Variation

A suitable price variation formula should also be provided in the tender documents, to calculate the price variation between the base level and scheduled delivery date.

10. Risk Purchase

If the empanelled partner fails to adhere to the quality norms, delivery schedules and other terms and conditions contained in this Tender after acceptance of purchase order and if no agreement is reached on the revised delivery schedule maximum up to 15 Business Days, then buyer shall have the liberty to procure the material from an alternate source at the Empanelled partner's risk and cost, and the Empanelled partner shall be liable to make good the loss incurred by Buyer in this process

11. Indemnity:

The empanelled partner to indemnify ITI 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 attributable to the partner shall be borne by the partner. All terms and conditions of the customer tender/PO will be applicable to the empanelled partner on back to back basis without affecting the margin of ITI.

12. Arbitration:

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

The place of Arbitration Proceedings shall be at Bengaluru, India. This clause will survive even after the termination of the Contract/ Agreement.

13. Set Off:

Any Sum of money due and payable to the supplier under this contract may be appropriated by the purchaser or any other person contracting through the ITI and set off the same against any claim of the purchaser for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the purchaser.

The interested partner may like to discuss the customer tender related information, RFP Bidding Conditions, Bidding Process and clarifications, if any with the Deputy General Manager-Marketing.

14. Intellectual Property Rights:

- i. All deliverable, outputs, plans, drawings, specifications, designs, reports and other documents and software submitted by the contractor under this contract shall become and remain the property of the procuring entity and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without: the procuring entity's prior written consent.
- ii. The contractor shall, not later than upon termination or expiration of this contract, deliver all such documents and software to the procuring entity, together with a detailed inventory thereof.
- iii. The contractor may retain a copy of such documents and software but shall not use it for any commercial purpose.

15. 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.

16. In the event that ITI is required to provide demonstration or working of the product to their buyers, the same shall be arranged by the bidder selected partner/OEM at latter's cost and expenditure.

17. 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. ITI will, in no case be responsible or liable for those costs, regardless of the conduct or outcome of the RFP process.

18. Purchaser's Right to accept any bid and to reject any or All Bids or to cancel the RFP: ITI Limited 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 purchaser's action.

19. Amendment of RFP:

At any time prior to the last date for receipt of offers, ITI, may, for any reason, whether at its own initiative or in response to a clarification requested by 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 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.

20. Termination

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

- a) Insolvency proceedings initiated by the National Company Law Tribunal against any of the Parties. Party contravenes any of the clauses or conditions of this Agreement or any statutory provisions.
- b) Party suppresses and/or falsifies the information deliberately. Either party fails to meet the requirements of the contract(s)
- c) Mutual agreement among the Parties to terminate. Upon execution of detailed Agreement/s for each projects to be undertaken by the parties as contemplated here under.
- d) Either party may terminate the Contract or any Agreement upon thirty (30) days prior written notice after that party notifies to the other of the other's material breach of this Agreement, unless the other cures such material breach within such thirty (30) day

period. ITI shall have the right to terminate this Agreement or any Agreement without cause upon thirty (30) days prior written notice to the bidder .

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

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

21. Land Border

21.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

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

21.3 "Bidder from a country which shares a land border with India" for the purpose of para 34.1.0 above means: -

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

21.4 The beneficial owner for the purpose of para 20.3 above will be as under:

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

21.5. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

21.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

21.7 Bidders will submit the certificate for Compliance as per Annexure-12 of the GCC of the CRIS along with their Bid/Offer.

21.8 Bidders may please note that in the event of acceptance of their bid on the certificate for compliance given by them and if the same is found to be false at any stage, the false certificate would be a ground for immediate termination of contract and further legal action in accordance with the Law.

22. Disclaimer:

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

23. Accessibility of RFP Document:

Complete RFP document with terms and conditions is provided in the following websites

- (i) <http://www.itiltd.in>
- (ii) <https://itilimited.euniwizarde.com>
- (iii) <http://eprocure.gov.in>.

Annexure-I

Undertakings (To be in Bidder's Letter Head)

M/s -----do hereby undertake the following

1. We are not blacklisted by Central Govt./ any State or UT Govt/ PSU/ organized turnsector in India.
2. 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.
3. To submit Security Deposit of 5% per transaction to customer/ITI (as decided by ITI),
4. that we will be equipped with the required manpower with qualifications, certifications and experience as mentioned in the customer tender.

5. to get required certificate& support (warranty & post-warranty/maintenance) in the name of ITI from the OEM as per customer tender requirement.
6. To obtain relevant statutory licenses for operational activities.
7. to sign MoU/Teaming Agreement, Integrity Pact with ITI for addressing the customer tender as per customer's tender terms and conditions.
8. to indemnify ITI from any claims / penalties/ statutory charges, liquidated damages, with legal expenses etc as charged by the customer resulting from any act/omission on our part.
9. to support the offered equipment for a minimum period of 10 years including warranty and AMC or as per customer tender conditions.
10. To supply equipment/components which conform to the latest year of manufacture.
11. The bidder should give certificate stating that all the hardware/ software supplied under the contract shall not contain any embedded malicious codes that could inhibit the desired functions of the equipment or cause the network to malfunction in any manner.

Annexure-II

Bidders Profile

1.	Name and address of the company			
2.	Contact Details of the Bidder (Contact person name with designation, Telephone Number, FAX, E- mail and Web site)			
3.	Area of business			
4.	Annual Turnover for financial years (Rs in Cr)	2021-22	2022-23	2023-24
5.	IT Turnover for 3 financial years (Rs in Cr)	2021-22	2022-23	2023-24

6.	Positive Net Worth as on 31.03.2024			
7.	Date of Incorporation,			
8.	GST Registration number			
9.	PAN Number			
10	CIN Number, if applicable			
11	Number of manpower in company's rolls			
12	Work Experience details: Annexure IV			
13	Certifications details like ISO, etc.			
14	ITI Empanelment Certificate details (Copy should be attached)			

Annexure-III**Compliance Statement**

S.No	Clause No.	Clause	Compliance(Complied/Not Complied)	Remarks with Documentary Reference

AnnexureIV**Project Experience:**

S.No	Name of project	Value	Name of customer	Attached Documentary Proof

Annexure-V

INTEGRITY PACT

RFP No.

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

BETWEEN:

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

Preamble:

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

Annexure-VI

LAND BORDER DECLARATION

Certificate from Bidder for compliance (to be uploaded/attached along with their Bid/Offer)

I have read the clause/Para 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.

(a). I certify that M/s _____ (name of Bidder) is not from such a country and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I also certify that M/s _____ will not offer any products/services of the entity from such countries unless such entity is registered with the Competent Authority.
or

(b). I certify that M/s _____ (name of Bidder) is from such a country and has been registered with the Competent Authority. I also certify that M/s _____ has products/services of the entity from such countries and these entity/entities are also registered with the Competent Authority. I also certify that M/s _____ has sub-contracted some work to a contractor from such countries and that such contractor is registered with the Competent Authority.

I hereby certify that M/s _____ (name of Bidder) fulfils all requirements in this regard and is eligible to be considered.

I hereby acknowledge that in the event of acceptance of my bid on the above certificate and if the certificate is found to be false at any stage, the false certificate would be a ground for immediate termination of contract and further legal action in accordance with the Law.

(Signature & Name of Authorized person of the Bidder) Name & address of the Bidder with stamp

Note:

1. Give certificate for either (a) or (b)
2. Where applicable, evidence of valid registration by the Competent Authority shall be attached/uploaded along with the bid/offer
3. Bidders are advised to attach/upload the certificate duly signed by authorized person of the Bidder and duly stamped along with their Bid/Offer

SECTION 1 – COMMITMENTS OF THE PRINCIPAL

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 RFP 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 RFP process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the RFP 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 RFP process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons. If the principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/BNS/PC Act or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

SECTION 2 – COMMITMENTS OF THE BIDDER / CONTRACTOR

2.1 The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the RFP 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 RFP 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 RFP 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/BNS/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 RFP PROCESS & EXCLUSION FROM FUTURE CONTRACTS

If the Bidder(s)/Contractor(s), during RFP 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 RFP process.

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 RFP/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.

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 if any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.

A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that based on facts available there are no material doubts.

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.

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.

Subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/Contractor(s) could be revoked by the Principal if the Bidder (\$) 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 RFP process.
- 4.2 If the Bidder(s)/ Contractor(s) makes incorrect statement on this subject, he can be disqualified from the RFP 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 RFP process prior to the award according to Section 3 the Principal is entitled to forfeit the Earnest Money Deposit/Bid Security/ or demand and recover the damages equitant to Earnest Money Deposit/Bid Security apart from any other legal that may have accrued to the Principal.
- 5.2 In addition to 5.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to termination of Contract due to Contractor default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor or demand and recover liquidate and all damages as per the provisions of the contract agreement against termination.

SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS

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

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

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

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

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

Details of IEM appointed by ITI are as under:

1. **Name:** Shri Atul Jindal IFS (Retd.),
Independent External Monitor (IEM)
Address- 3/10 Vishesh Khand Opp. Little Friend School Gomti Nagar,
Lucknow-226010(UP)
E-mail: atulindia1947@gmail.com
2. Shri Benny John, IRS (Retd.)
Villa No. 36, Kent Plam Villas, Fort Valley Township, Athani,
Kakkanad, Ernakulam, Kerala – 682 030.

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

Managing Director of the Principal.

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

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

- 1.1 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.
- 1.2 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

This Pact begins when both the parties have legally signed it. It expires after 1 year on completion of the warranty/ guarantee period of the project /work awarded, to the fullest satisfaction of the Principal.

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).

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

SECTION 12 - OTHER PROVISIONS

- 12.1 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate office of the Principal at Bengaluru.
- 12.2 Changes and supplements as well as termination notices need to be made in writing by both the parties. Side agreements have not been made.
- 12.3 If the Bidder(s)/Contractor(s) or a 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 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 date first done mentioned in the presence of the witnesses:

Ref: ITI/BGP/S&M/IT/HP/01F02501

Date 06.09.2025

For PRINCIPAL

.....

Name Designation

Witness

1.

2.

For BIDDER(S)/CONTRACTOR(S)

.....

Name Designation

1.

2.

ANNEXURE-VII

ELECTRONICS CLEARING SERVICE

TO BE FILLED BY THE BENEFICIARY:

SN.	Details of beneficiary:		Details of beneficiary's Branch:	
1.	Name:	ITI Limited	Name:	State Bank Of India
2.	Address:	Bangalore Plant, Dooravaninagar, Bangalore, 560016	Address:	Dooravaninagar, Bangalore 560016
3.	City:	Bangalore	City:	Bangalore
4.	Dist.:	Bangalore	Dist.:	Bangalore
5.	Pin Code:	560016	Contact no.:	560016
6.	Contact No:	28503941	Contact Person:	Chief Manager
7.	Contact Person:	Arun Kumar V	Beneficiary's Account no.:	36429021133
8.	E-mail ID:	financehead_bgp@itilttd.co.in	IFSC Code:	SBIN0001438
9.	TAN :	BLRJ01834A	NEFT Code :	
10.	PAN :	AAACI4625C	MICR Code :	560002016
11.	GSTN :	29AAACI4625C1ZV	E-mail ID:	

I hereby declare that the particular given above are correct and complete. If the transaction is delayed or not effect at all for reasons of incomplete information I would not hold the user institution responsible.

Date: 27/10/23
seal

Signature of Beneficiary
Arun Kumar V
Unit Finance Head
ITI Ltd. Bangalore Plant
Dooravaninagar-560 016

Certified that the particulars furnished above are correct as per our records.