

# **EXPRESSION OF INTEREST**

**Selection of Training Service provider for training**

Ref:ITI/MSP-Delhi/2026-27/NSSH/SKILL/01

Date:24.08.2026



**ITILIMITED**

**MSP- New Delhi**

**(A Govt. of India Undertaking)**

**ITI Limited, MSP-Delhi, 11th Floor, Core-1, SCOPE Minar,  
Laxmi Nagar District Centre, New Delhi - 110092**

**Website: [www.ityltd.in](http://www.ityltd.in)**

**CINNo:L32202KA1950GOI000640**

## 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 Govt departments, Institutions and research organizations. ITI LTD has a pan India business footprint supported by the network of its Manufacturing units & MSP (Marketing, Services and Project) units at various locations.

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

ITI LTD intends to participate in the tender for **Selection of Training Service provider for training**

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

## 2. Important Dates

|                                    |                                                                                                                                                                                                                             |
|------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Date of EOI Upload</b>          | 24.08.2026                                                                                                                                                                                                                  |
| <b>Prebid Meeting Date</b>         | Nil                                                                                                                                                                                                                         |
| <b>Due Date for EOI Submission</b> | 27.08.2026 upto 10:00 AM                                                                                                                                                                                                    |
| <b>Due Date of Bid Opening</b>     | 27.08.2026 upto 10:30 AM                                                                                                                                                                                                    |
| <b>Tender Fee</b>                  | Rs 2000 + Rs.360 (18% GST) = Rs. 2360 /- (Non-Refundable)                                                                                                                                                                   |
| <b>EMD</b>                         | Rs.54,420.48/- <ul style="list-style-type: none"><li>Exemption for MSE ( Bidders shall submit a Bid Security Declaration instead of EMD, along with supporting certificates.)</li></ul>                                     |
| <b>Tender Value</b>                | Rs. 27,21,024/-                                                                                                                                                                                                             |
| <b>ITI LTD Contact Person</b>      | <b>Contact details:</b><br><b>Mr. Saurabh Shanker</b><br><b>AGM (Marketing)</b><br><b>Mob: +91 9935099480</b><br><a href="https://www.itild.in">https://www.itild.in</a><br><b>e-mail: saurabhshanker_mspup@itild.co.in</b> |

|                           |                                                                                                                                                                                                                                                                                                |
|---------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                           | <b>Ms. Neha Jaiswal</b><br><b>Assistant Manager</b><br><b>(Marketing)</b><br><b>Mob: +91 8765209027</b><br><b><a href="https://www.itilttd.in">https://www.itilttd.in</a></b><br><b>e-mail: <a href="mailto:nehajaiswal_mspd@itilttd.co.in">nehajaiswal_mspd@itilttd.co.in</a></b>             |
| <b>Mode of submission</b> | The Bid shall be uploaded in e-procurement site of ITI Limited( <a href="https://itilimited.ewizard.in/">https://itilimited.ewizard.in/</a> ).<br>For submission of online bid and procedure to be followed, visit <a href="https://itilimited.ewizard.in/">https://itilimited.ewizard.in/</a> |
| <b>Bank Detail</b>        | Bank Name: Punjab National Bank<br>Branch: ECE House, K.G. Marg, New Delhi-110001<br>Account Number: 1120008700003437<br>IFSC Code: PUNB0112000                                                                                                                                                |

### 3. Scope of Work

The scope of work is as follows: Selection of Training Service provider for training

#### 1.0 Program Overview

The Training Institute is responsible for the end-to-end delivery of an offline Capacity Building Training Program. This includes the mobilization and selection of eligible candidates, the delivery of NSQF-compliant training, and the facilitation of certification and post-training outcomes.

#### 2.0 Infrastructure and Personnel

- **2.1 Infrastructure:** The Institute must ensure that all necessary tools, equipment, and infrastructure are available to provide adequate practical training to all participants.
- **2.2 Personnel:** All trainers and faculty deployed for the program must hold valid certifications that are relevant to the specific course they are delivering.

#### 3.0 Branding and Visibility

- **3.1 Promotional Material:** The Institute must display clear and prominent branding of the training program at its premises. This includes, but is not limited to, posters, standees, and hoardings.
- **3.2 Compliance:** The Institute must strictly adhere to the provided branding guidelines for all promotional and visibility materials.

#### 4.0 Mobilization and Candidate Selection

- **4.1 Outreach:** The Institute will conduct outreach activities to mobilize potential candidates. These may include advertisements in local newspapers, media campaigns, brochures, and distribution of leaflets.
- **4.2 Target Demographic:** The Institute is encouraged to focus mobilization efforts on candidates from nearby areas, with a preference for Aspirational Districts.
- **4.3 Candidate Suitability:** The Institute must select candidates who demonstrate a clear intent and interest in entrepreneurship and business development.
- **4.4 Inclusivity:** Preference should be given to the participation of women, transgender persons, and Divyangjan candidates.

- **4.5 Selection Process:** The Institute must adopt a transparent and stringent criteria for the selection of candidates.
- **4.6 Eligibility Criteria:**
  - Candidates are not permitted to enroll in more than two courses during a financial year.
  - The age of candidates must be above 18 years on the day of training commencement.
- **4.7 Documentation:** At the time of enrollment, the Institute must collect valid identification proof, caste certificate, and address proof from each candidate.
- **4.8 Database Registration:** The Institute must upload details of mobilized candidates to the designated database portal before the commencement of the batch.

## 5.0 Program Commencement and Schedule

- **5.1 Timely Start:** All approved batches must commence within four weeks from the date of the approval email.
- **5.2 Deadline:** Failure to commence the program within the prescribed timeline may result in the cancellation of the training program.
- **5.3 Financial Implications:** No payment claims will be entertained for batches cancelled due to non-compliance with the stipulated timeline.

## 6.0 Training Delivery and Attendance

- **6.1 Daily Schedule:** The Institute must plan the daily training hours to ensure the overall program timeline is adhered to.
- **6.2 Attendance Requirement:** A minimum of 75% attendance is mandatory for all candidates. Financial assistance will not be provided for candidates who fail to meet this requirement.
- **6.3 Curriculum:** The Institute must follow the approved NSQF-aligned curriculum exclusively.
- **6.4 Study Material:** The Institute must provide all necessary content and study material to the candidates.

## 7.0 Assessment and Certification

- The Institute is responsible for ensuring that all candidates are assessed through a recognized Awarding Body.
- The Institute must ensure that certification is awarded to candidates in accordance with the provisions and requirements of the National Credit Framework (NCrF).

### EligibilityCriteria

| 4(i) | EligibilityCriteriaofApplicants                                                                                                                                                  | SupportingDocumentsRequired                                                                                                                                                                                                                                 |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A.   | TheBiddershouldberegisteredunder Indian Companies Act, 1956/ 2013 or LimitedLiabilityPartnershipAct,2008oras amended;withatleast3yearsofoperations InIndiaasonbidsubmissiondate. | i. Followingdocumentsinrespect of Bidder:<br>(a) Copy of Certification of Incorporation / Memorandum of Association (MOA) and Articles of Association (AOA)/ registration certificate with LLP agreement<br>(b) CopyofPAN card<br>(c) CopyofGSTRegistration |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                    |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B. | <b><u>Turnover</u></b><br>Bidder should have 1 Cr. average annual turnover Financial years (i.e. FY 2023-24, FY 2024-25, and FY 2025-26)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Audited financial statements/ annual report from the Statutory Auditor/ Turnover Certificate with 3 Years Financials by a Practicing Chartered Accountant with UDIN Number.<br><br>Un audited statement if certified by the Statutory Auditor/Practicing Chartered Accountant for the year 2025-26 shall also be accepted.         |
| C  | The Bidder shall submit Income Tax returns filed for the last three financial years. (FY 2022-23, FY 2023-24, FY 2024-25)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Relevant document                                                                                                                                                                                                                                                                                                                  |
| D  | <b><u>Net Worth</u></b><br>The Net Worth of the Bidder must be positive in all 3 years as per the last three financial year's FY 2022-23, FY 2023-24, FY 2024-25 audited Balance Sheet                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Certificate duly signed by Statutory Auditor/ CA/ Company Secretary of the Bidder mentioning the net worth                                                                                                                                                                                                                         |
| E  | <b><u>Work Experience:</u></b><br>The Bidder should have experience of implementing similar scheme from any PSU Central or State Govt Ministries / Departments, PSUs, Statutory bodies, Autonomous Bodies / Societies in India. Value of Project cited should not be less than Rs 22 Lakhs.                                                                                                                                                                                                                                                                                                                                                    | The participating bidder to produce copy of the work order/contract agreement/completion certificate from the client, providing details confirming the compliance to the required criteria. The Project cited must be successfully operational.                                                                                    |
| F. | <b><u>Experience:</u></b> The Bidder should have successfully similar work with work orders of value of at least INR 22 Lakhs for Government Department/ PSUs / in the last three years.<br>a. One similar completed works whose individual work value is costing not less than Rs. 22 Lakhs.<br>Or<br>b. Two similar completed works whose individual work value is costing not less than Rs. 17 Lakhs.<br>Or<br>c. Three similar completed works whose individual work value is costing not less than Rs. 12 lakhs.<br>Definition of Similar Works: means successfully implemented the Skill development training from any PSU or Govt body. | Details of Experience in Annual Maintenance Services to be submitted. Work Order(s) / Relevant Document establishing the sales Certificate of Completion by the Client OR Statutory Auditor Certificate / Self Certificate by the Company Secretary mentioning the Work Order No., Work Order Date & Total Value of the Work Order |
| G. | CMMI Level 5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Valid certificate copy                                                                                                                                                                                                                                                                                                             |
| H. | Should have office in minimum 3 states                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | GST certificate                                                                                                                                                                                                                                                                                                                    |
| I. | Should have experience in similar scheme(NSSH) from minimum 2 PSUs in last year.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Work Order Copy                                                                                                                                                                                                                                                                                                                    |
| J. | The Bidder organisation must be 15 year old and from last 10 year in the business of Skill Development.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | COI and Work Order with completion.                                                                                                                                                                                                                                                                                                |
| K. | Should have skill development experience in 10 Different states.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Work order mentioning the name of state.                                                                                                                                                                                                                                                                                           |

| <b>4(ii) Checklist of documents/information to be submitted by bidder</b> |                                                                                                                                                                                                                                                           |
|---------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.                                                                        | Eligibility documentary proof as per clause 4(i)                                                                                                                                                                                                          |
| 2.                                                                        | Company Profile                                                                                                                                                                                                                                           |
| 3.                                                                        | Certificate of Incorporation                                                                                                                                                                                                                              |
| 4.                                                                        | Memorandum & Articles of Association                                                                                                                                                                                                                      |
| 6.                                                                        | GST certificate                                                                                                                                                                                                                                           |
| 7.                                                                        | Copy of PAN Card                                                                                                                                                                                                                                          |
| 8.                                                                        | CIN (Corporate Identity Number), if applicable                                                                                                                                                                                                            |
| 9.                                                                        | Experience/ Work Completion Certificate issued & signed by the PO issuing authority or an authority authorized by the PO issuing authority of the client entity OR Contract clearly highlighting the scope of work and quantities of the contract/ order. |
| 10.                                                                       | Authorization letter in the company letterhead authorizing the persons signing the bid for this EOI and Power of Attorney (POA) on Rs.100/- stamp paper along with board of resolution                                                                    |
| 11.                                                                       | List of Directors/CEO/COO including their name(s) and address(s) Director Identification Number [DIN] of all the Directors. Corporate Identity Number [CIN].                                                                                              |
| 12.                                                                       | Undertakings (in Company letterhead) for acceptance of terms and conditions as per Annexure- I                                                                                                                                                            |
| 13.                                                                       | Bidders Details as per Annexure II                                                                                                                                                                                                                        |
| 14.                                                                       | Annexure III as per format for the Clause by clause compliance to all Terms & Conditions of all the Sections of this EOI (including its corrigendum/amendments), duly Signed and Stamped on the Letter Head of their Organization.                        |
| 15.                                                                       | Work Experience Details – project wise Annexure IV                                                                                                                                                                                                        |
| 16.                                                                       | Not blacklisted undertaking Annexure-V                                                                                                                                                                                                                    |
| 17.                                                                       | Undertaking regarding No Land border Sharing (To be in Bidder's Letter Head) Annexure-VI                                                                                                                                                                  |
| 18.                                                                       | Pre-Contract Integrity Pact as per Annexure-VII                                                                                                                                                                                                           |
| 19.                                                                       | Bid Security Format Annexure-VIII (Bank Guarantee (To be typed on Rs.100/- non-judicial stamp paper))                                                                                                                                                     |
| 20.                                                                       | Bid Securing Declaration Annexure-IX (If applicable)                                                                                                                                                                                                      |
| 21.                                                                       | Non-Disclosure Agreement Annexure-X (If applicable)                                                                                                                                                                                                       |
| 22.                                                                       | Bid Form Annexure-XI                                                                                                                                                                                                                                      |

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 23. | Joint Bidding Agreement/Consortium Agreement Annexure–XII (as per customer tender requirement)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 24. | Manufacturers Authorisation Certificate from OEM Annexure XIII                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 25. | No criminal cases should be pending against the bidder anywhere in India. Self-certification should be provided to this effect.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 26. | In case the participating partner has executed any work/project with/for ITI in last 5 years, a satisfactory certificate signed by at least DGM level or above officer from ITI to be submitted for such project as a mandatory eligibility criterion for selection in the EOI                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 27. | In case the end customer requires an AMC followed by the project execution, AMC charges will be quoted by partner as optional item and ITI reserves the right to either award AMC to a partner or float a separate RFP at end of project completion, which will be abide by partner/bidder. Undertaking for compliance of the same to be submitted along with the bid                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 28. | All the equipment installed while execution of the projects should be TEC approved or have a valid TSEC clearance/certificate of such equipment to be taken before deployment in the customer premises. Undertaking for the same to be submitted along with the bid                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 29. | <p>Declaration as below to be submitted</p> <p>“We hereby declare on our own volition not to undertake or partner with any other organization directly or indirectly or not to submit any bid against the EoI/RFP/Tender published by other organizations for addressing the same business opportunity of the end customer for which this EoI/RFP/Tender has been published. We also undertake that we will not submit any bid directly to the end customer’s tender enquiry if we are being finalized as a BA (Business Associate) Partner of ITI against this EoI/RFP/Tender.</p> <p>In case the above undertaking is not adhered or breached we shall indemnify ITI Limited for loss caused and violation of integrity in relation to business relation and shall accept a vigilance action recommended by appropriate authorities of ITI Limited”</p> |

#### 4(iii).GeneralTerms& Conditions

| General | Please provide compliance for the following clauses                                                                                                                                                                                                                                                                                                                                                                                                           | Compliance |
|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| 1       | ITI LTD reserves the right to quote & supply ITI LTD manufactured products (in full or partial quantity) if BOM of Tender/Project contains ITI LTD manufactured products.                                                                                                                                                                                                                                                                                     |            |
| 2       | ITI LTD reserves the right to undertake services likes installation and commissioning activities, Annual Maintenance Contract (AMC) etc.                                                                                                                                                                                                                                                                                                                      |            |
| 3       | All activities like Proof of concept/demo on “No Cost No Commitment” (NCNC) basis wherever applicable will be the responsibility of bidders                                                                                                                                                                                                                                                                                                                   |            |
| 4       | Bidders should be willing to impart required training to ITI LTD Engineers for undertaking services & execution of project                                                                                                                                                                                                                                                                                                                                    |            |
| 5       | Bidder will be responsible for any shortcoming in the BOM and the same should be rectified free of cost                                                                                                                                                                                                                                                                                                                                                       |            |
| 6       | Bidder should be willing to sign an exclusive agreement with ITI LTD for smooth execution of this project                                                                                                                                                                                                                                                                                                                                                     |            |
| 7       | Bidder must arrange to submit the MAF in the name of ITI LTD and must work on exclusive basis with ITI LTD                                                                                                                                                                                                                                                                                                                                                    |            |
| 8       | All commercial terms (proportionate to the scope of work) will be as per the customer Tender/PO.                                                                                                                                                                                                                                                                                                                                                              |            |
| 9       | <b>Tender Fee &amp; Earnest Money Deposit (EMD):</b><br>The Bidders shall furnish Tender Fee of Rs. Rs. 2360 /- (Non-Refundable) EMD of Rs Rs. 54,420.48/- in the form of DD/FDR/BG as per Customer tender requirement, at the time of customer tender submission Undertaking regarding the same need to be submitted along with the EOI bid proposal Undertaking regarding the same needs to be submitted along with the EOI                                 |            |
| 10      | PBG: These selected bidder has to provide PBG of 5% of the total Order value or as per customer RFP, whichever is higher while placing the contract after winning the customer tender will be borne by the selected bidder.                                                                                                                                                                                                                                   |            |
| 11      | <b>Delivery Schedule:</b> <ul style="list-style-type: none"> <li>Delivery Schedule as per the end customer Tender/PO on back to back basis (proportionate to the scope of work)</li> <li>Period of execution shall be in line with the end customer</li> <li>The project I&amp;C will be considered as completed after obtaining NOC/Commissioning Certificate from the end customer. Further Warranty/AMC shall be supported as per end customer.</li> </ul> |            |

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|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 12  | <p><b>LD Clause:</b> LD (proportionate to the scope of work) shall be as per ITI LTD LD Clauses (@0.5% of order value per week or part thereof subject to a maximum of 10% of the undelivered portion/ the order value (if the item(s) cannot be used unless full supply is made) or to cancel the order and purchase the materials from alternative source at the risk and cost of the bidder) OR as per the end customer PO/tender clause whichever is higher.</p>                                                                                                                                                                                                      |  |
| 13  | <p><b>Payment Terms:</b></p> <ul style="list-style-type: none"> <li>a. Payment terms will be as per end customer tender/PO and will be done through an Escrow account on back-to-back basis preferably.</li> <li>b. Payment to the partner shall be done after deduction of fall <ul style="list-style-type: none"> <li>i. LD/recoveries imposed by end customer (if any) (proportionate to the scope of work), and</li> <li>ii. ITI LTD's margin &amp; statutory dues (including GST)</li> </ul> </li> </ul> <p>If the partner is in disagreement with the deductions, the partner will have to write to ITI LTD with all the explanation &amp; supporting documents</p> |  |
| 14. | <p>Transfer and Sub-letting. The Partner has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present without the permission of tendering authority.</p>                                                                                                                                                                                                                                                                                                                                                                           |  |

**4. Financial Bid:**  
**Name of Bidder:**

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

During evaluation bidders with least "D" will be selected

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

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

**5. Special Conditions of EOI:**

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

## 6. Evaluation:

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

## 7. Note:

- a. The Bidding (For Technical & Financial Part of the Bid) would be subjected to an Online / e-Tendering process. The prospective Bidders are requested to go through <https://itilimited.ewizard.in/> to understand the entire e-Tendering Process and follow the Registration and Bidding Process on <https://itilimited.ewizard.in/> as defined in the document. In case of any clarifications on e-tender portal, bidders may contact the portal helpdesk of <https://itilimited.ewizard.in/>.
- b. The Technical Bid shall be uploaded in e-procurement site of ITI Limited (<https://itilimited.ewizard.in/>). For submission of online bid and procedure to be followed, visit <https://itilimited.ewizard.in/>.
- c. ITI's Tender document can be downloaded from ITI web site [www.itilttd.in](http://www.itilttd.in) or CPP portal [www.eprocure.gov.in](http://www.eprocure.gov.in). For uploading the bid proposal, all bidders have to register in our eProcurement portal (<https://itilimited.ewizard.in/>). When submitting the bid please state the tender ID.
- d. Any clarifications regarding the tender can be obtained from email: "MSP Delhi" <etenderiti\_mspdli@itilttd.co.in>
- e. Technical bids will be opened at 27.08.2026 upto 10:30 AM
- f. All the bids will be scrutinized as per eligibility conditions and compliance to the EOI terms & conditions.
- g. Financial Bid opening will be done after the evaluation of Technical bid (Only for technically qualified bidders).
- h. Bid offered should be valid for a period of 180 Days from the date of opening of EOI response.
- i. Conditional offers are liable for rejection.
- j. Consortium is not allowed (if applicable)
- k. The Bidders should give Clause by clause compliance (as per annexure III) of EOI with references to supporting documents; otherwise the offers are liable for rejection.
- l. The bidder to indemnify ITI LTD from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.

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

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

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

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

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

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

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

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

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

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

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

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

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

(Signature and Stamp of the Bidder)

**BiddersProfile**

|     |                                                                                                      |         |         |         |
|-----|------------------------------------------------------------------------------------------------------|---------|---------|---------|
| 1.  | Nameandaddressofthecompany                                                                           |         |         |         |
| 2.  | ContactDetailsoftheBidder(Contactperson name with designation, TelephoneNumber,FAX,E-mailandWebsite) |         |         |         |
| 3.  | Areaof business                                                                                      |         |         |         |
| 4.  | Date ofIncorporation                                                                                 |         |         |         |
| 5.  | AnnualTurnoverforthelastthree(3)audited financial years (Rs in Cr)                                   | 2022-23 | 2023-24 | 2024-25 |
|     |                                                                                                      |         |         |         |
| 6.  | Networthfortheyearcurrentyear(Ex:2025-26) (Rs in Crs)                                                |         |         |         |
| 7.  | GSTRegistration number                                                                               |         |         |         |
| 8.  | PAN Number                                                                                           |         |         |         |
| 9.  | CINNumber,if applicable                                                                              |         |         |         |
| 10. | Numberoftechnicalmanpowerincompany'srolls                                                            |         |         |         |

(SignatureandStampoftheBidder)

## ComplianceStatement

| S.No | ClauseNo. | Clause | Compliance<br>(Complied/Not<br>Complied) | RemarkswithDocumentaryRe<br>ference |
|------|-----------|--------|------------------------------------------|-------------------------------------|
| 1.   |           |        |                                          |                                     |
| 2.   |           |        |                                          |                                     |
| 3.   |           |        |                                          |                                     |
| 4.   |           |        |                                          |                                     |
| 5.   |           |        |                                          |                                     |

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

(Signature and Stamp of the Bidder)

**WorkExperienceDetails–projectwise**

| Sl.No | InformationRequired                                                                                     | Details |
|-------|---------------------------------------------------------------------------------------------------------|---------|
| 1     | Name&Scopeofworkof the project                                                                          |         |
| 2     | Entityforwhichtheprojectwas undertaken(Customer Name&Contact Details including email ID, Contact number |         |
| 3     | ProjectCost                                                                                             |         |
| 4     | PONo&Date                                                                                               |         |
| 5     | Dateofcommencementof the project                                                                        |         |
| 6     | ActualCompletionDate                                                                                    |         |
| 7     | Roleofbidder                                                                                            |         |
| 8     | BriefDescriptionoftheproject                                                                            |         |
| 9     | CompletionDate                                                                                          |         |

(SignatureandStampoftheBidder)

**UNDERTAKING FOR NOT BLACKLISTI**

**NG**

To: (Non-Blacklisting declaration)

ITI Ltd,  
XXXXXXX  
XX

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

Dear Sir,

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

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

Sincerely,

Name  
Title  
Signature

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

To:  
ITILimited,  
-----

Dear Sir,

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

We, M/s ----- are a private/public limited company/LLP/Firm [strike off whichever is not applicable] incorporated under the provisions of the Companies Act, 1956/2013 Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at-----  
----- (referred to as the "Bidder") are desirous of participating in the Tender Process in response to your captioned RFP and in this connection we hereby declare, confirm and agree as under:

- d) We, the Bidder have read and understood the contents of the Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23<sup>rd</sup> July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or Sub-contracting to contractors from such countries.
- e) In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:

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

Or

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

(\*Delete whichever is not applicable)

- f) We, the Bidders agree and undertake that if the contract is awarded to us, we will not sub-contractor or outsource the contract and/or any part thereof unless such subcontract/

outsourcing is permitted by ITI Limited in writing, in which case we shall not sub-contractor outsource the work to a contractor from such countries, unless such contractor is registered with the Competent Authority and proof of same is obtained.

2. We, the Bidders hereby confirm that we fulfil all the eligibility criteria as per RFP/NIT and are not ineligible from participating in the Tender in view of the above Office Memorandum and Order. We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, ITI Limited shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action against us. ITI Limited shall also be within its right to forfeit the security deposits provided by us and also recover from us the loss and damages sustained by ITI Limited on account of the above.
3. This declaration cum undertaking is executed by us through our Authorized signatory/ies after having read and understood the Office Memorandum and Order (Public Procurement No.1) both bearing F.No.6/18/2019/PPD of 23rd July 2020 of Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India including the words defined in the said order (reproduced hereunder) which shall have the same meaning for the purpose of this Declaration cum Undertaking.

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

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

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

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

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

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

ii) **Explanation—**

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

"Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons."

Executed at ..... On this the ... day of .....

Authorised Signatory

M/s-----

Signature and Name

Seal of the Bidder

\*Note: Where applicable, evidence of valid registration by the Competent Authority shall be attached.

**PRE-CONTRACT INTEGRITY PACT**

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

EOI No.....

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

**BETWEEN:**

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

**AND:**

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

**Preamble**

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

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

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

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

## **SECTION1–COMMITMENTSOFTHEPRINCIPAL**

- 1.3. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - d. No employee of the Principal, personally or through family members, will in connection with the tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - e. The Principal will, during the tender process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - f. The Principal will exclude from the process all known prejudiced persons.
- 1.4. If the Principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC 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.

## **SECTION2–COMMITMENTSOFTHE BIDDER/CONTRACTOR**

- 2.1. The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the tender process and during the execution of the contract.
  - h. The bidder(s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - i. The bidder(s)/contractor(s) will not enter with other bidders/contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - j. The bidder(s)/contractor(s) will not commit any offence under IPC/PC Act, further the bidder(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - k. The Bidder(s)/Contractor(s) of foreign 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.
  - l. The Bidder(s)/Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.

- m. The Bidder(s)/Contractor(s) will not bring any outside influence and Govt bodies directly or indirectly on the bidding process in furtherance to his bid.
- n. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

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

- 3.1 If the Bidder(s)/Contractor(s), during tender process or before the award of the contract or during execution has committed a transgression in violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify Bidder(s)/ Contractor(s) from the tender process.
- 3.2 If the Bidder(s)/Contractor(s), has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled to 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 transgressions, 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 be 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 equivalent 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 liquidated damages as per the provisions of the contract agreement against termination.

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

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

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

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

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

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

- 8.1 The Principal appoints competent and credible Independent External Monitor(s) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- 8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.
- 8.3 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents Bidder(s)/Contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Bidder(s)/Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will also inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.
- 8.5 The Monitor will submit a written report to the Chairman & Managing Director of the Principal within a reasonable time from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.6 If the Monitor has reported to the Chairman & Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director of the Principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 8.7 The word '**Monitor**' would include both singular and plural.
- 8.8 Details of the Independent External Monitor appointed by the Principal at present is furnished below: -

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

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

## **SECTION 9 – PACT DURATION**

- 8.1 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.
- 8.2 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).
- 8.3 If any claim is lodged/made during the validity of the Pact, the same shall be binding and continue to be valid despite the lapse of the Pact unless it is discharged/determined by the Chairman and Managing Director of the Principal.

## **SECTION 10 – OTHER PROVISIONS**

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

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

.....

(Name&Designation)

(Name&Designation)

Witness

Witness

3) ..... 1).....

4) ..... 2).....

**BID SECURITY FORM (EMD)**

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

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

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

**THE CONDITIONS OF THIS OBLIGATION ARE**

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

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

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

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

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

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

compare with the original BG for the correctness, genuineness, etc.

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

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

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

To

The ITILIMITED

XXXXXX

XXXXXXXX

X

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

We, the undersigned, declare that:

1. I/We understand that, according to the conditions of tender, bids must be secured with a bid security as provided in the tender or to be supported with a Bid-Securing Declaration.

2. Accordingly, in lieu of Bid security, I/We unconditionally declare that:

(a). I/We will follow all the conditions of this tender secured with the Bid Security.

(b). I/we will not alter or change any of the conditions during the bid validity and after the award of Tender, if declared successful.

(c). I/We will abide by all the terms and conditions of the tender.

(d) I/we fully understand that I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of **two (2) years** upon receipt of your Blacklisting/Suspension Order,

(e) I/we will pay the applicable fine or damages as provided by any stipulation or guidelines from the appropriate authority in this regard for the violation of Bid Securing Declaration; and,

(f) I/We undertake to comply above, without prejudice to other legal action or remedies ITILtd. may have, to secure itself from the damages and losses incurred due to the act of violation by undersigned company/entity.

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

[Insert complete name of Bidder]

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

Corporate Seal (where appropriate)

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

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

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

AND

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

WHEREAS:

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

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

**1. Definitions**

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

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

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

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

## **2. Manner of Disclosure**

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

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

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

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

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

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

### **4. Exceptions**

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

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

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

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

### **5. Refusal**

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

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

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

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

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

## **8. Termination**

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

## **9. Non-Solicitation**

Neither Party shall, directly or indirectly,

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

The obligations under this Clause shall expire at the earlier of

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

## **10. No Public Disclosure**

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

**11. No Assignment**

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

**12. Written Form**

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

**13. Severability**

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

**14. Arbitration & Applicable Law**

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

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

- i. The above clauses on Arbitration shall survive for three (03) years even after the expiry/termination of agreement.
- ii. It is expressly understood and agreed by and between parties that ITI is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed between the Parties that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is hereby expressly understood and agreed that ITI is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable Laws of India and general principles of Contract Law. ITI represents and XXX expressly agrees, acknowledges and understands that ITI is not an agent, representative or delegate of the Government of India. It is further understood and agreed between the Parties that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, XXX hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue the Government of India in any manner, claim, and cause of action or thing whatsoever arising out of or under this agreement.

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

inMumbaishallhaveexclusive jurisdiction.

INWITNESSWHEREOF THEAGREEMENTONTHE DATEHEREINABOVE.

ForXXXPARTIESANDATHERE TOHAVEEXECUTEDTHISTHEPLACEFIRSTMENTIONED

ForITILimited

ForBIDDER(S)

.....

.....

..... (Name & Designation)

(Name & Designation)

Witness

Witness

1) .....

1).....

2) .....

2).....

**BIDFORM**

EOI No.

Dated

To

ITILimited,  
XXXXXXX  
DearSir,

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

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

Name and Signature-----In

the capacity of

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

Witness:.....

Address:.....

Signature

## **Annexure XII**

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

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

To  
Customer Address

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

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

Sir,

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

| SlNo | Description of Items/Product | Make | Model |
|------|------------------------------|------|-------|
|      |                              |      |       |

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

Thanking You

For<OEM/Manufacturername>

<(AuthorizedSignatoryofOEM)>Name:

Designation:Contact

Details:SealoftheCo

mpanyDate:

