



NOTICE INVITING TENDER FOR EXPRESSION OF INTEREST (EOI)
FOR EMPANELMENT OF VENDORS

FOR

Selection of SI Partner for Installation, Incidental Works & CAMC of Spectrum Monitoring System with Remote Unmanned Sites for Wireless Monitoring Organization

GeM Bid No : GEM/2026/B/7250097

Dated: 17-02-2026

Ref: ITI/NSU-Delhi/2025-26/Def/Mktg/Gem Bid/CAMC/WMO/08

ITI LIMITED

(A Govt. of India Enterprise)

ITI Limited, Defence Marketing, First Floor, Core 6, Scope Complex, Lodi Road, New Delhi-

110003 website: <https://www.italtd.in/>

Email: puneetb_nsu@italtd.co.in

CINNo: L32202KA1950GOI000640

[Two Bid System]

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, Defense, Paramilitary forces, Railways, Banks, Central & State Govt. departments, Institutions and research organizations. ITI 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 has diversified its operation and has been executing Turnkey projects in the field of Smart Infrastructure, Bharatnet, Defense Network Rollout etc.

This Tender is being floated – **Selection of SI partner for Installation, Incidental Works, and Comprehensive Annual Maintenance Contract (CAMC) of Spectrum Monitoring System with Remote Unmanned Sites for the Wireless Monitoring Organization.**

General information

NAME OF WORK: Notice inviting tender for Expression Of Interest (EOI) for empanelment of vendors for: Selection of SI partner for Installation, Incidental Works, and Comprehensive Annual Maintenance Contract (CAMC) of Spectrum Monitoring System with Remote Unmanned Sites for the Wireless Monitoring Organization.”

2. Important dates & Tender Structure Overview:

S.N.	Reference No.of tender document	ITI/NSU-Delhi/2025-26/Def/Mktg/GemBid/ CAMC/WMO/08
1.	Date of tender Upload	08.04.2026
2.	Due Date for tender Submission	13.04.2026 up to 15:00
3.	Estimated Cost	₹80,000,000/-
4.	Technical Specification	As per mentioned in GeM Bid- GEM/2026/B/7250097 Dated: 17-02-2026
5.	Pre Empanelment Queries/Pre Bid meeting	NO

6.	ITI Contact Person	Mr.Puneet Bahl, AGM-BD 9899149201 Email:- puneetb_nsu@itilttd.co.in https://www.itilttd.in Helpdesk: Mr.Chakrapani Awasthi, Consultant e-mail: chakrapani_crp@itilttd.co.in
7.	Tender Fee	Rs. 5,000/-+ Rs. 900/- = Rs. 5,900/-(Non-Refundable)
8.	Earnest Money Deposit (EMD)	₹16,00000/-
9.	PBG/Security Deposit/e-PBG	5%
10.	Duration of e-PBG required (Months)	38
11.	All other additional terms and Condition	As mentioned in Bid document.
12	The Bank Details of ITI Limited for: (NEFT/RTGS/Net Banking)	NEFT/RTGS/Net Banking is as below: Online RTGS/ NEFT Bank: State Bank Of India, Industrial Finance Branch, Residency Road, Bangalore-560025 MICR: 560002059 IFSC: SBIN0009077 A/C No.: 10637729843 PBG/EMD may accepted in terms of BG also.
13	Mode of submission	Thru ITI e-tender portal https://itilimited.ewizard.in/ .

2.1 Tender Structure Overview:

S. No.	Particulars	Details
1	Bid System	Two Bid System
2	Part-A	Technical Bid (Without Price)
3	Part-B	Price/Commercial Bid

a. Technical Bid (Part-A) – e-Envelope I

S. No.	Requirement	Description
(i)	Cover Note	Company details, contact info, authorized signatory details
(ii)	Eligibility Documents	As per tender criteria
(iii)	Tender Documents	Duly filled, signed, and submitted
(iv)	Organization Details	As per Annexure-VII (mandatory)
(v)	Bidder Profile	Annexure-V
(vi)	Experience Declaration	Annexure-VIII
(vii)	Terms Acceptance	Acceptance of all tender terms
(viii)	ITR	Last 3 financial years
(ix)	PAN & GST	Registration certificates

(x)	EMD & Tender Fee	Payment proof (DD/NEFT/Bank Transfer)
(xi)	Power of Attorney	For authorized signatory
(xii)	Integrity Pact	Annexure-X (mandatory)
(xiii)	NDA	Annexure-XI (mandatory)
(xiv)	SPOC Details	Name, mobile, email, address (mandatory)
(xv)	Blacklisting Declaration	Self-certification (mandatory)
(xvi)	Litigation Declaration	Self-declaration
(xvii)	Indemnity Agreement	Annexure-XV
(viii)	ITR	Last 3 financial years (mandatory)
(ix)	PAN & GST	Registration certificates
(x)	EMD & Tender Fee	Payment proof (DD/NEFT/Bank Transfer)

- The tender is invited in **TWO BIDS**, consisting of Technical Bid (Part-A) and Price/Commercial Bid (Part-B).
- **The Technical Bid (Part-A) without the Price/Rate shall contain the following details:**

e-Envelope-I [Technical Bid]

Tender documents shall be filled, signed and submitted /Uploaded in original. The submitted Tender shall consist of the following:

- Cover note by the Bidder indicating the name of the Company/Organization, address, communication details (mobile numbers, landline numbers, fax numbers, e-mail ids for correspondence), name of the contact person, designation of the Bid submission authority.
- All the documents regarding eligibility criteria mentioned in this tender document..
- Complete set of tender documents original as sold dully/ downloaded filled and signed by the bidder as prescribed in the different places of the tender document.
- Information regarding the bidder [organisation setup] as in the proforma enclosed at **Annexure- VII**.
- Bidder's Profile [**Annexure- V**]
- Declaration regarding the Bidders work of experience organization in the proforma enclosed in [**Annexure- VIII**].
- Acceptance of all the terms & conditions indicated in our tender.
- Income Tax Return for the last three financial years.
- PAN Number and GST Registration certificate.
- Power of attorney in the case as anauthorised representative who has signed the tender.
- An integrity pact duly signed by the bidder shall be submitted. Any bid without a signed Integrity pact shall be rejected. [**Annexure-X**]

- (xii) Mutual Non-Disclosure Agreement duly signed by the bidder shall be submitted. Any bid without a signed Non-Disclosure Agreement shall be rejected. **[Annexure-XI]**
- (xiii) Single point of contact (SPOC) details for official communication (Name, Mobile no., Email id, Address).
- (xiv) An undertaking (self-certificate) that the bidder has not been blacklisted/debarred by any central/state government institution/boards.
- (xv) Self-declaration for not having any litigation history.
- (xvi) The bidder will also be required to furnish an Indemnity Agreement as per the format of ITI Limited. **[Annexure-XV]**

Note-

- Tender not submitted by bidder on time will not be considered and will be summarily rejected. Tender documents shall be filled and submitted in original [all pages of tender documents to be sealed and signed /digitally signed]. [Submitted along with the technical bid].
- The conditional tender will not be considered and will be summarily rejected.
- Addendum to the tender documents may be issued before the date of opening of the Tenders to clarify the documents or to reflect modifications in the design or Work Order terms which will be published in the Company website and E-tendering portal.
- All the addendum issued by the authority inviting tender shall be part of the tender document.
- ITI intends to award the contract on a lowest price basis, bidders are encouraged to submit the bid competitively. The decision to place work order/LOI solely depends on ITI on the cost competitiveness across multiple lots, quality, delivery, miscellaneous work and bidders capacity in addition to other factors that ITI may deem relevant.
- There shall not be any financial quote in the Technical Bid document.
- Actual quantity may be varied and the work order may be issued site/zone/region/Group wise to L1 party. It will be decided by ITI and will be mentioned in the Work Order.
- Bidder has to submit separate price bid by mentioning the name of Group clearly on the price Bid format attached in tender for commercial bid.
- **Incase any Bidder is found unsatisfactorily during the work execution, the award will be cancelled and ITI reserve the right to award other bidders who are found fit at L1 rate.**
- Competent Authority in ITI Ltd. has the right to accept or reject any or all tenders without assign any reason. Tender receipt after due date will not be considered.

- Any supplied item as per BOQ of tender found damaged or mismatched from technical specification during execution of work, shall be replaced by vendor free of cost within 10 working days from date of intimation through official e-mail/letter.
- **Loading /unloading/shifting of the supply item as per work order at the delivery location including its insurance till completion of work will be in the scope of bidder.**
- If any cell of price bid section is left blank and no rate is quoted by the bidder, Rate of such items shall be treated as rupees "0" (ZERO).
- ***Note :- In case of BOQ line items which will be supplied by the ITI, the bidder must consider the cost for installation of these items and accessories required to install these items in the installation cost.***

e-Envelope- II [Commercial BID]

The Price/Commercial Bid (Part-B), consists of Priced Bid document (Proforma given in **Annexure-XVII**) with the rate quoted in figures and words only. Incomplete Price bid is liable for rejection.

3. Tender Scope of work & Technical compliance:-

As per Tender Reference/Bid Number:GEM/2026/B/7250097, Date: 17-02-2026 ITI inviting TENDER EOI for Selection of SI partner for Installation, Incidental Works, and Comprehensive Annual Maintenance Contract (CAMC) of Spectrum Monitoring System with Remote Unmanned Sites for the Wireless Monitoring Organization. All the technical specification must compliance the end to end support of backend partner.

3.1 General Requirements:- Scope of work

ITI Ltd. intends to select a vendor(s) for empanelment for Installation, Incidental Works, and Comprehensive Annual Maintenance Contract (CAMC) in 10 remote unmanned sites and one zonal monitoring site of Spectrum Monitoring System for the Wireless Monitoring Organization. The scope shall broadly include but not limited to:

- a) Procurement of Comprehensive Annual Maintenance Contract (CAMC)
- b) Procurement of incidental work and services for Spectrum Monitoring System

Detailed scope and responsibilities are as outlined in the Scope of Work document provided.

3.2 Technical compliance:

- a) Technical specifications shall define performance, quality standards, and warranty requirements of the goods.
- b) Energy efficiency requirements (e.g., BEE star rating) shall be complied with, wherever applicable.
- c) Compliance with Central/State Pollution Control Board norms, including handling and transportation of hazardous materials, is mandatory.
- d) Bidders must submit Form-3: Confirmation/Deviation from Technical Specifications & QA.
- e) Incomplete or non-submission of required technical details/confirmations shall lead to bid rejection as non-responsive Vendor should demonstrate capability through trials, if required.
- f) Vendor shall be OEM or OEM-authorized supplier.

- g) Vendor should have adequate after-sales service and support capability in India.
- h) Compliance with Make in India, MII and MSME policies, as applicable.

4. Instruction to Bidders

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

4.1 REGISTRATION PROCESS ON ONLINE PORTAL:

- a) Bidders to enroll on the e-Procurement module of the portal <https://itilimited.ewizard.in/> by clicking on the link "Bidder Enrolment".
- b) The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. This would be used for any communication from the e-Wizard Portal.
- c) Bidders to register upon enrolment, with their valid Digital Signature Certificate (Class III Certificates with signing and Encryption key) issued by any Certifying Authority recognized by CCA India with their profile.
- a) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- b) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
- c) After registration send mail to Helpdesk: helpdeskeuniwizarde@gmail.com for Account activation.
- d) As per portal norms Registration Fee will be applicable.

4.2 TENDER DOCUMENTS SEARCH:

- a) Various built-in options are available in the e-Wizard Portal like Department name, Tender category, estimated value, Date, other keywords, etc. to search for a tender published on the Online Portal.
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective „Interested tenders“ folder.
- c) The bidder should make a note of the unique Tender No assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

5. BID PREPARATION:

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

6. BID SUBMISSION:

- a) Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues. The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- b) Bidders to note that they should necessarily submit their financial bids in the prescribed format given by department and no other format is acceptable.
- c) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.
- d) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- e) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- f) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- g) The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.
- h) As per portal norms Tender Processing Fee will be applicable.

6.1 AMENDMENT OF BID DOCUMENT:

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

7. ASSISTANCE TO BIDDERS:

- a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b) Any queries relating to the process of online bid submission or queries relating to e- Wizard Portal, in general, may be directed to the 24x7 e-Wizard Helpdesk. The contact number for the helpdesk is 8448288994/86/87/89/88/81/90/92/82 011-49606060, 07903269552, 9355030608, 9055030613, 7903810198,
- c) 9355030606, 9315620706, 9355030623, 9355030628, 8800526452, 9205898228, 9122643040, 9355030604,
- d) eprochelpdesk.01@gmail.com, eprochelpdesk.44@gmail.com, eprochelpdesk.06@gmail.com.
- e) The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).
- f) The bid should be submitted through e-Wizard portal (<https://itilimited.ewizard.in/>) only.
- g) All payments should be done through e-Wizard Payment gateway.

8. ELIGIBILITY CRITERIA FOR THE BIDDERS

8.1	a	<u>CompanyProfile:</u>
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		<p>The Bidder shall be a Company incorporated /registered in India under Companies Act 1956/2013/ proprietorship/ partnership firm/ Limited Liability Partnership (LLP) and should be in operations continuously for at least 5 years as on the last date of submission of bid.</p> <p>I. In case the bidder has executed any work/project with/for ITI in the last 5years, it is essential that a satisfactory certificate signed by at least DGM level/or above officer from ITI to be submitted for such project.</p> <p>II. In case CMC followed by project execution, the CMC charges quoted by bidder are optional and ITI reserves the right to either award CMC to the bidder or float a separate tender at the end of project completion which will be abide by bidder.</p> <p>III. Any financial liability (like contract processing fee, Agreement Stamp fee, Portal fee, BG making fee etc.) on ITI for this project will be borne by Bidder.</p>
	b.	<p>I. Net Worth of the bidding entity during each of the last three financial years (2022-23, 2023-24 and 2024-25) should be in positive.</p> <p>II. The Bidder shall submit copy of Audited statements/CA certificate for last three years should be submitted along with technical proposal.</p>
	c	<p>Selection of SI partner for Installation, Incidental Works, and Comprehensive Annual Maintenance Contract (CAMC) of Spectrum Monitoring System with Remote Unmanned Sites for the Wireless Monitoring Organization (For more details refer to scope of work as per BID Documents. (GEM/2026/B/7250097))</p>
	d	<p>The bidder should not have been blacklisted or debarred by any Pvt Ltd/State / Central Government or their agencies or Public Sector Undertakings (PSUs) as on bid submission date for corrupt, fraudulent or any other unethical business practices or for any other reason.</p> <p>Undertaking as per the format attached in Annexure-XII duly signed by authorized signatory of bidder.</p>
	e	<p>All the applicable annexures and documents is as per customer BID.</p>
	f	<p>The supply item/OEM must be as per manufacturer certifications mentioned in BID.</p> <p>The technical specification of all the supplied items/ equipments as per the Operational characteristics and features as mentioned in bid Annexure-XVII. All the above sites/solution & technical specifications must be complied with the original RFP.</p>
	g	<p>Undertaking for willingness to work with ITI as per customer tender etc. terms and conditions.</p>
	h	<p>EMD Rs. /-₹16,00000/- EMD of unsuccessful bidders should be returned back once the contract is finalized. The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.</p>
	i	<p>Undertaking expressing willingness to sign agreement with ITI.</p>
	j	<p>Bidder shall provide valid OEM Authorization Certificate for all the products</p>

		quoted as well as certify that the proposed product is not declared end of sale. OEM documents and all applicable annexures/appendix shall be provided as per required by customer RFP
	k	Consortium is not allowed.
	l	ITI reserve the right to reject /cancel the bid at any time without assigning any reason.
	m	<ul style="list-style-type: none"> • Turnover of the prospective bidders should be Rs.2.4 Cr. • The agency should have successfully completed similar works (definition of similar Work should be clearly defined) during the last 7 Years ending last day of the month Previous to the one in Which bids are received as indicated below: <ul style="list-style-type: none"> i. Three similar completed works each costing not less than 20% Of the estimated cost of work. OR ii. Two similar completed works each costing not less than 25% of the estimated cost of work OR iii. One similar completed work costing not less than 40% of the estimated cost of work.
	n	<p>Definition of Similar Work :- Similar items includes installation and commissioning (I&C) of RF monitoring equipment involving mounting of antennas and RF equipment on tower-mounted and ground-based systems, cable laying at project sites, tower mounting, alignment and fine-tuning of antennas and associated ancillaries, and installation of power supply units.</p> <p>The bidder should also have experience in handling Comprehensive Annual Maintenance Contract (CAMC) of RF monitoring equipment installed on towers and ground-based central monitoring systems.</p> <p>Additionally, the bidder should possess experience in carrying out associated civil works, wherever required, as part of such projects.</p>
	o	Our company reserves the right that if any product, service or equipment is being manufactured, its supply and service must be provided to us by the vendor.
8(ii)		General : Provide Compliance for the following
	a	All activities like Proof of concept on “No Cost No Commitment” (NCNC) basis wherever applicable will be the responsibility of bidders
	b	Bidder should be willing to impart required training during undertaking services & execution of project (if applicable)
	c	Bidder should be willing to sign an exclusive agreement with ITI for smooth execution of the project and all commercial terms will be as per the customer Tender/PO on back-to-back basis.
	d	PBG will be taken from back-end partner, once ITI will be declared L1. Performance Bank Guarantee (PBG) required for the bid will be borne by the selected bidder.
	e	LD Clause: LD shall be as per ITI 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 supplier) OR as per the customer PO/tender clause whichever is higher.	
	f	<p>Payment Terms:</p> <p>i. I&C and AT Phase</p> <ul style="list-style-type: none"> • I&C: 50% on installation, • 30% on commissioning & • 20% on AT by customer <p>ii. Logistics: 100% after PDI & JRI at consignee locations</p> <p>iii. CAMC: The payment of the CAMC will be made annually after production of Satisfactory Service Certificate and Calibration Report from each monitoring station.</p>	
	g	<p>The bidder shall give an undertaking for the following:</p> <p>a. To extend a fully back-to-back partnership</p> <p>b. To support ITI and bid in this tender with ITI as lead bidder</p> <p>c. To support ITI for preparation of the tender, post bid clarifications, technical presentations and any other requirements as per tender.</p>	
	h	Delivery Schedule: Delivery Schedule as per the customer Bid/Tender/ PO on back-to-back basis.(if applicable)	
	i	Consignee Details: As per bid and if any changes will be provided after the award of the work	
	j	Bidder will be responsible for any shortcoming in the BOM and the same should be rectified free of cost	
	k	Bidder should not be insolvent (Self Declaration).	
	l	ITI reserve the right to reject or cancel the bid at any time without assigning any reason.	
	m	Service support during equipment recalibration, fine tuning and equipment reworks during periodic maintenance as part of SI scope.The connecting cables may need to be replaced every 6 months during warranty and every quarter during CMC by the SI Partner. However the cables which needs to be replaced will be provided by the OEM/equipment supplier.	
	8(iii)	Checklist of documents/information to be submitted:	
	a	Company Profile	
	b	Certificate of Incorporation as per clause 5.	
	c	Memorandum & Articles of Association	
	d	Audited financial statements for the last 3 years (FY 2022-23,2023-24 & 2024-25).	
	e	GST Registration Certificate	
	f	Copy of PAN Card	
	g	CIN (Corporate Identity Number), if applicable	

	h	Any other relevant registration documents on registration with other appropriate authorities (ESI, EPFO, etc.)
	i	Authorization letter in the company letterhead authorizing the person signing the bid for this tender and Power of Attorney (POA).
	j	Undertaking in letter head to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc.
	k	Undertakings in Company letter head as per Annexure I.
	l	Bidders Details as per Annexure V.
	m	Clause by clause compliance of tender terms with references to supporting documents as per Annexure III.
	n	Bidders work experience/project experience details as per Annexure VIII.
	o	Pre-Contract Integrity Pact as per Annexure-V a) "Bidders participating in the tender have to agree to sign Integrity Pact on placement of order / contract" b) "Those bidders who are not willing to sign Integrity Pact will not be considered for bid opening"
	p	The bidder should give an undertaking on the company's letterhead that all the documents/certificates/information submitted by them against this tender are genuine.
	q	Bidder shall submit technical data sheet by highlighting each complied specification. Wherever technical specifications and operational/functional requirements not mentioned in datasheet, OEM compliance shall be submitted.
	r	Work order / Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order; and Completion / Commission Certificate issued & signed by the competent authority of the client entity on the entity's Letterhead.
	s	Complete tender and customer tender document duly signed and stamped on each page by the bidder be uploaded.
	t	Conditional bids will not be entertained and summarily rejected. Only online bids on https://itilimited.euniwizarde.inportal will be accepted and no physical bids will be accepted.
8(iv)		Financial Bid:
	a	L1 Evaluation Method: A- Lump sum Quote for supply and service items as per Schedule of Requirements (SoR) and Scope of Work (SoW) in INR (without Taxes) B- Margin to ITI as a percentage of C - Absolute value of Margin = A*B, D- Overall Quoted price=A-C <ul style="list-style-type: none"> • Duringevaluationbidderswithleast"D"willbeconsideredasL1. • The bid having higher 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" SoR & SoW was as per Tender document and all clarifications & Amendments/ Corrigendum.

8.5 Earnest Money Deposit (EMD): As specified in the tender and tender document EMD fee plus taxes (if any). EMD shall be payable with the bid. EMD to remain valid for a period of 45 days beyond the final bid validity period.

Applicability of exemption of EMD submission to MSME firms is based on prevailing GOI guidelines. For availing this exemption, certified copy of NSIC/MSME certificate and GOI notification need to be enclosed along with the technical bid.

Note: The DD no. /Bankers pay order no. Shall be indicated on the letter head along with a scanned copy of the above payment must be uploaded during tender submission.

8.6 The EMD may be forfeited:

- If the information provided by the bidder is found to be false/forged document have been provided. This will entail black listing of the tender also.
- If the bidder does not accept the work order.
- If the bidder does not furnish the required contract PBG.

IN CASE L1 BACKS OUT: In case the bidder withdraws during the technical evaluation and before financial bid opening, still the technical bid of such bidder will be evaluated and in case such bid is technically suitable and happens to be L-1, then also the tender has to be discharged and EMD of the bidder will be forfeited.

8.7 Return of Earnest Money deposit:

The EMD of the successful Bidder will be released after submission of PBG and its verification from the concerned Bank.

- a. No interest shall be allowed on the Earnest Money deposit by the Bidder. The earnest money of the unsuccessful bidder will be refunded on their request after the finalization of the contract.
- b. The Earnest Money deposited by the successful bidder will be adjusted towards the Security deposit for the fulfilment of the contract.
- c. EMD shall be forfeited if the Bidder fails to submit the balance amount of Performance Bank Guarantee within 30 Days.

8.8 Security Deposit (SD) :- In addition to PBG, 5% of each tax invoice from running bill of bidder will be retained as security deposited.

Refund of Security Deposit: SD will be returned in 60 days after completion of miscellaneous work at respected site after deducting of LD/loss to ITI due to negligence/delay on part of bidder and if following conditions are met.

- I. Successful completion of work as per work order requirements.
- II. Installation Certificate site wise.
- III. Check List of documents submitted at the time of release of payments.

No interest shall be allowed on the Security Deposited by the Bidder.

- **Performance Bank Guarantee:** Bank Guarantee for supply, Installation etc. will be submitted by Bidder in the form of Performance Bank Guarantee (PBG) equal to 5% of the Work order value of Group through the scheduled bank of India in favour of ITI. PBG to be submitted by successful bidder awarded the Work Order as per above to ensure due performance and warranty of the supplied item.

- PBG shall be forfeited if the Bidder fails to PROVIDE WARRANTY support for six month from the date of issue of installation certificate.
- PBG has to be furnished within 15 days from the date of issue of LOI and should remain valid for a period 1 year 6 months (includes warranty period) + 60days.
- PBG shall be returned after 60 days of completion of work and warranty period.
- If the PBG validity is going to expire before completion of project (i.e. before obtaining NOC/Completion Certificate), it will be obligatory on bidder part to extend the PBG validity period of the remaining work order value accordingly.
- If PBG is not submitted within 15 days from the date of issue of LOI, then the successful bidder may submit the same within 30 days with 12% penal interest on amount of performance guarantee from the 15th day to the date of submission within the cut off 30 days. However, if PBG is not submitted with 30 days, then ITI reserve the right to cancel the LOI duly forfeiting the EMD.
- In case, PBG beyond 30 days is to be accepted under specific circumstances to go with successful bidder, extension of maximum of 60 days with 12% annual interest will be given subject to approval from concerned authority of ITI.
- The PBG shall be release after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily.
- No interest shall be allowed on the PBG by the Bidder.

9. Scope of CAMC:

The CAMC shall be comprehensive in nature, covering:

- a) Installation & commissioning including AT of equipments supplied by ITI/OEM.
- b) Logistics work i.e. PDI, JRI, Dispatch to the sites etc.
- c) CAMC for 5 years post 3 years of warranty period
- d) All hardware (RF systems, antennas, sensors, servers, networking equipment, power systems, etc.)
- e) All software, including OS, applications, firmware, licenses, and updates
- f) Repair/replacement of defective parts including consumables (except exclusions, if specifically mentioned)
- g) On-site support at all remote unmanned and central locations
- h) During the CAMC period, if any defect, malfunction, or degradation in system performance is observed and is attributable to faulty installation, improper integration, poor workmanship, or design deficiencies carried out by the contractor, the same shall be rectified by the contractor free of cost to the purchaser.
- i) All costs related to such re-work, including manpower, materials, spares, logistics, transportation, testing, and commissioning, shall be borne entirely by the contractor. No additional claim shall be entertained by the purchaser.
- j) Defects shall be rectified within the SLA-defined resolution time, failing which applicable penalties under the CAMC SLA shall be imposed.

10. Liquidity Damages (LD) Clause

For any delay in execution of the contract as per the time line stipulated in the contract on account of failure on the part of contractor, then LD @ of 0.5% of contract value per week of delay to be imposed subject to a maximum of 10%.

It should be noted that delay attributable to Force Majeure or enhancement in the scope of work by way of modification or delay on the part of ITIL in clearing the site, furnishing of clarification, supply of ITIL materials etc shall not attract LD.

In order to operate the LD @ 0.5% of the contract value for the delay per week, clearcut time lines for completion of every activity viz, supply, Installation & Integration etc. as the case may be, needs to be mentioned as per the essentiality and nuances of the project, system or sub-system wise for the completion of the project.

However, once the outer limit of the LD (10%) approaches, the process of rescinding the contract and to get the balance work done at the risk and cost of the defaulting contractor needs to be ensured.

11. TIME SCHEDULE FOR COMPLETION OF WORK AT SITE

- a) Comprehensive Annual maintenance Contract (AMC) is mandatory for five years after the warranty period is over and will be on the same terms and conditions as mentioned under the warranty clause. The Contractor will attend any number of breakdown/ fault calls during the period of the CAMC. Contractor shall pick up the equipment's for diagnostics/ repair/ calibration from respective monitoring station at no cost to the Purchaser. The responsibility of safety of equipment's will be taken care by the Contractor when it's in their custody or during transit.
- b) Bidder has to commence the work within 15 days from the issue of the work order for the site.
- c) The bidder has to take up the work on priority sites as per ITI Ltd. requirement.
- d) The Bidder has to depute their sufficient manpower/group team required at site should be competent enough to commence the work at many sites simultaneously as the work order issued.
- e) The bidder has to make his arrangements of Accommodation, Food for their Man Power Conveyance& transport of work-related item at his own cost of bidder.

12. PAYMENT TERMS

- a) Payment terms as per mentioned in above Clause 8(ii)(f).
- b) The Bidder shall quote separately the price of Repair and the price of Calibration of CAMC for each year in INR. **The payment of the CAMC will be made annually after production of Satisfactory Service Certificate and Calibration Report from each monitoring station.**
- c) Payments shall be strictly linked to service performance, and any penalties such as LD or SLA deviations shall be deducted from the payable amount.

- d) The contractor shall submit GST-compliant tax invoices indicating correct HSN code, GST rate, and consignee details (name, location, GSTIN) as per applicable GST laws.
- e) GST and applicable taxes shall be paid as per prevailing statutory provisions, subject to submission of valid supporting documents.
- f) In case of imported goods/services, applicable IGST and duties shall be payable as per statutory norms on assessable value.
- g) Any refund of taxes/duties received subsequently by the contractor shall be passed on to the Procuring Entity without delay.
- h) All adjustments (credit/debit notes) for variations, short/excess supply, or corrections shall be made in compliance with GST provisions.
- i) LD, penalties, or recoveries shall be deducted from invoices, and GST shall be applicable only on the net payable amount.
- j) In case of price variation or exchange rate variation, GST shall be applicable on the revised net invoice value.
- k) The Procuring Entity shall not be liable for any additional tax burden arising due to:
 - Incorrect HSN classification
 - Incorrect GST rate quoted by the contractor
- l) Any benefit of reduction in GST rates shall be passed on to the Procuring Entity.
- m) The contractor shall ensure compliance with all statutory tax provisions, and any non-compliance shall be the sole responsibility of the contractor.
- n) The Procuring Entity shall not bear any increase in duties/taxes on raw materials or components unless explicitly agreed in the contract.
- o) The contractor shall issue receipt vouchers and tax invoices as per GST provisions for all payments received.
- p) In case of contractual default or termination, ITI reserves the right to recover dues and forfeit Performance Bank Guarantee (PBG) as per contract conditions.
- q) **Work Completion and Release of SD and PBG:-** On successful completion of the work as per the scope, the SD & PBG should be released without undue delay duly following the process and documentation stipulated at relevant para above for the same.

13. SITE VISIT AND COLLECTING OF INFORMATION ON THE SITE :

Before submission of tender, the bidders are advised to check the detailed miscellaneous work required at various site mention in tender. The bidder may request to ITI officials for the permission to visit any of site for the understanding of miscellaneous work required.

14. This Tender notice shall be deemed to form part of the agreement.

15. **Escalation in Price:** No escalation will be paid on account of any increase in the price index in the price of material or labour. No price escalation shall be applicable even during an extended period for completing the works.

- 16. CONFIDENTIALITY:** Information relating to the evaluation of bidder and recommendations concerning awards shall not be disclosed to the bidders who submitted the tender or to other persons not officially concerned with the process until the publication of the award of the contract. This undue use by any bidder of confidential information related to the process may result in the rejection of its tender and may be debarred from participating.

17. Other Terms and conditions:

17.1 Confidentiality

- a)** 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.
- b)** 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.

17.2 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, equal opportunities in processes.

- 17.3 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.

- 17.4 INTELLECTUAL PROPERTY:** Each Party will retain its right, title and interest in its respective trademarks, service marks and trade names as well as rights in respect of any patent, copyright, trade secrets or other intellectual property used during the performance of this Agreement. Both Parties recognize that except as otherwise expressly provided herein or agreed between the Parties, they shall have no right, title, interest or claim over the others' intellectual property.

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

- 17.6 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.

- a) The award of the arbitrator shall be binding upon the parties to the dispute.
- b) Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to arbitration proceedings under this clause. The cost of arbitration shall be borne equally by both the parties.
- c) Work under the contract shall be continued during the arbitration proceedings.
- d) 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.
- e) The arbitration location will be at Bengaluru

17.7 Set Off: Any Sum of money due and payable to the bidder under this customer PO may be appropriated by the ITI LTD or any other person contracting through the ITI LTD and set off the same against any claim of the ITI LTD 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.

17.8 The interested bidder may like to discuss the customer tender related information, EOI Bidding Conditions, Bidding Process and clarifications, if any with the ITI.

17.9 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.

17.10 Liquidated Damage (LD) may be included, i.e if any imposed on ITI for the reasons related to the bidder shall be carry forwarded to bidder.

17.11 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.

17.12 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.

- a) If the bidder fails to perform any obligation(s) under the Contract
- b) 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
- c) If selected bidder fails to fulfill its part of the work to the satisfaction of ITI LTD, then ITI LTD shall have the right to terminate the contract.
- d) 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.

17.13 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.

17.14 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

17.15 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.

17.16 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.

Scope of Work

Tender for Procurement, Installation, Incidental Works, and Comprehensive Annual Maintenance Contract (CAMC) of Spectrum Monitoring System with Remote Unmanned Sites for the Wireless Monitoring Organisation.

BILL OF MATERIAL

SOW (Scope of Work)

Comprehensive Annual Maintenance Contract for 5 years post warranty

- a. Comprehensive Annual maintenance Contract (AMC) is mandatory for five years after the warranty period is over and will be on the same terms and conditions as mentioned under the warranty clause. The Contractor will attend any number of breakdown/ fault calls during the period of the CAMC. Contractor shall pick up the equipments for diagnostics/ repair/ calibration from respective monitoring station at no cost to the Purchaser. The responsibility of safety of equipments will be taken care by the Contractor when its in their custody or during transit.
- b. The Bidder shall quote separately the price of Repair and the price of Calibration of CAMC for each year in INR. The payment of the CAMC will be made annually after production of Satisfactory Service Certificate and Calibration Report from each monitoring station.
- c. Repair of faulty products covered under CAMC is to be carried out on-site (within India) within 7 days.
- d. The vendor shall perform calibration of equipment's in 1st, 3rd and 5th years of CAMC period.
- e. The Contractor shall submit a Performance Security amount (in percentage mentioned in TIS) of value of contract (excluding the contract value of total CAMC component) before 60 days of the commencement of the CAMC. The Security shall be in the form of a bank guarantee on a non-judicial stamp paper, in the format specified in **Annexure XVI** and in the name of Director (A), ITI Ltd, New Delhi – 110 003, issued by a scheduled commercial bank in India. The payment towards the CAMC shall be made annually to the Contractor. The performance security shall be valid upto 60 days beyond all CAMC obligations to the contractor.
- f. The purchaser reserves its right to terminate the maintenance contract at any time after giving due notice of three months without assigning any reason. The contractor will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the contractor for maintenance services already performed in terms of the contract, these would be paid to it/him as per the contract terms.
- g. The prices charged by the contractor should not exceed the prevailing rates charged by contractor from others for similar services. While claiming payment, the contractor is also to give a certificate to this effect in his bill.
- h. The contractor may have to take the goods or some components of the goods to his factory for repair, and so on. On such occasions, before handing over the goods or components, valuing more than Rupees one Lakh, a suitable bank guarantee equalling cost of goods for repair should be furnished by the firm.
- i. While evaluating the bidders bid for the CAMC, the quoted prices pertaining to maintenance in future years are to be discounted (as per DCF technique) to the net present value (NPV) as appropriate for comparing the tenders on an equitable basis and deciding the lowest evaluated responsive tender. The

formula and Present Value factor for calculation of Net Present Value by Discounted cash flow (DCF) technique is given below:

B: Total AMC charge for 5 years

Bx: AMC amount quoted for x (4th to 8th) year Since AMC starts after 3 years of warranty so AMC present value will be calculated starting from 4th year to 8th year.

X: an index number from 4 to 8, expressing each year of the AMC period

I: Discount Rate of 10% to be used for NPV Calculations

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$$B = \sum_{X=4}^8 \frac{Bx}{(1+I)^X}$$

- j. The bidder shall also provide year wise CAMC cost component in actuals for 5 years post warranty period during submission of bid.
- k. Procuring entity shall retain his right to enter or not enter into such CAMC contract with the successful bidder/ contractor and no relevant provision of the contract would be attracted against the procuring entity for not entering into the CAMC contract with the successful bidder/contractor.
- l. Performance Security provided earlier by the bidder shall be forfeited if the bidder denies for entering into CAMC contract with the procuring entity or fails to submit the Performance Security for CAMC contract as mentioned in clause (e) above.
- m. Liquidated Damages: Will be at the rate of 0.5% of annual CAMC charges for the respective equipment/goods/services per week of the extended period or part thereof with a maximum of 10% of total CAMC contract value. If there is further such delay after reaching this limit, Procuring Entity shall be entitled to encashment of whole of Performance Security amount.
- n. Any dispute arising out of the CAMC agreement shall be resolved as per arbitration clauses defined in the bid document.
- o. **Incidental Works and Services:** These shall include, but are not limited to:
 - i. Site preparation activities, including minor civil works such as foundation preparation, trenching, drilling, grouting, and equipment base construction
 - ii. Cable laying, routing, termination, dressing, and associated accessories
 - iii. Supply and installation of mounting structures, brackets, clamps, and supports for antennas and RF equipment (tower-mounted and ground-based)
 - iv. Earthing, lightning protection, and grounding arrangements
 - v. Installation and integration of power supply systems, including cabling and distribution
 - vi. Loading, unloading, shifting, handling, and safe transportation of materials up to site and within site
 - vii. Weatherproofing, sealing, and protection of installed equipment
 - viii. Any modification or adaptation required at site for proper installation and commissioning
 - ix. Coordination with site authorities and obtaining necessary local permissions (if required)
 - x. Restoration of site to original condition after completion of work
 - xi. Any other miscellaneous or contingent works/services required for making the system fully operational and compliant with technical specifications.

Name of sites:

10 sites are tentative, where the bidder shall undertake installation, commissioning, and maintenance activities. Further, the location of the Zonal Center will be communicated at a later stage. The final site locations will be shared to the selected bidder after signing of the NDA (Non-Disclosure Agreement).

Total Number Sites=10 (The Number of sites may increase or decrease will be intimated later.)

Sr. No.	Site Name	Latitude and Longitude
1.	Bobia	32.40604, 75.20756
2.	Banwat	33.8143, 74.129
3.	Dharati	33.518, 74.1941
4.	Baqarpur	32.5442, 74.6705
5.	Tyakshi	34.92, 76.82
6.	Old Tengri	34.71, 74.54
7.	Jogi	34.36, 73.77
8.	Patiala	34.26, 74.00
9.	Litchi	33.97, 74.32
10.	Battal	32.94, 74.34

SPECIAL CONDITIONS

General

- 1 These special conditions shall be read in conjunction with the General Terms and Conditions of the contract. Where the provisions of these conditions are at variance with the provisions of the General Conditions of the Contract, the provisions of these special conditions shall take precedence.
- 2 The work shall be executed in strict accordance with the accepted conditions of the contract, bill of quantities, specifications, and orders as may be issued by the Deputy General Manager (A) of ITI LTD or designated ITI officials.
- 3 The rates quoted in the bill of Quantities are to be for the full inclusive value of the work described under the several items, including all costs and expense which may be required in and for the construction and full protection of the work described, together with all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based.
- 4 The quantities of work in the schedule are not to be considered as limiting the amount of work to be done by the bidder. The quantities are an estimate of the amount of work to be executed and the work will be measured on completion and the Contract amount adjusted accordingly.
- 5 **The Quantity variation: Quantities given in the tender documents may increase/decrease up to 50%. However, Unit rates shall remain firm for variation in quantities whatever may be the percentage of increase or decrease in the quantities of any item. No claim in this regard admissible.**
- 6 The bidder shall fully cooperate with all personal and agencies engaged by ITI Ltd for carrying out the other works. However, in case of any discrepancy in the items given in the schedule of the quantities appended with the tender and relating to the relevant item, the former shall prevail unless otherwise given in writing by the Engineer in charge.
- 7 General directions and descriptions of work and materials have given elsewhere in the contract documents are not necessarily repeated in the Schedule. Reference is to be made to the other documents for full information.
- 8 **GOVERNMENT LAW:** - All suits shall be instituted in a court of competent jurisdiction at Bangalore and in case of arbitration; the Indian Arbitration Conciliation Act 1996 is applicable.
- 9 The bidder will be held to have visited the site before preparing the tender and to have examined for himself the conditions under which the work will be carried out, including local conditions affecting labour and to have studied the items of the bill of quantities, and specifications, clauses relating to them and to have satisfied himself that the rates quoted by him provide for all minor accessories and

contingent works or services necessary for the works described even though they are not precisely defined.

Specification shall include relevant provisions in all the following shall be supplementary to each other. In the case of conflict amongst the provisions for any item of work in the various documents under reference, the Latest Indian Standard Specifications and code or practice shall be followed.

If Specifications for any item of work are not covered by any of the documents mentioned in para above the same shall be decided and conveyed by the Deputy General Manager(A) of ITILTD or designated Engineer to the bidder.

10 In case of conflict amongst the provisions of the bill of quantities, specifications the following precedence shall be followed.

- a) Descriptions of the item in the bill of quantities.
- b) Provisions in the specifications, Special conditions, if any.

In the case of conflict during the execution of work, the decisions of the Deputy General Manager(A) of ITILTD or designated Engineer shall be final and binding.

11 TECHNICAL STAFF:

The bidder shall employ the expert supervisor/Engineers for execution of work order for **Installation, Incidental Works, and Comprehensive Annual Maintenance Contract (CAMC) of Spectrum Monitoring System with Remote Unmanned Sites for the Wireless Monitoring Organization.** The bidder shall make his arrangement for all equipment required for the execution of the job for successful completion of miscellaneous work.

Name of Persons Handling This Contract :-On receipt of Work order, the vendor shall furnish to ITI the list of their staff members along with their qualification ,email details and telephone numbers of supervisors/Engineers responsible who are going to look after this work for proper coordination and smooth functioning.

12 TIME AND PROGRESS CHART:

- Time shall be the essence of the contract and the bidder shall ensure the completion of the entire work within the stipulated time of completion.
- Bidder shall mobilize and employ sufficient resources for completion of all the works within time frame mutually agreed. No additional payment will be made to the bidder for any multiple shift work or other incentives methods contemplated by him in his work schedule even though the schedule is approved by the Engineer —charge.
- During the currency of the work the bidder is expected to adhere to the schedule on milestone and total completion and this adherence will be part of the Bidders performance under the contract. During the execution of the work, the bidder is expected to participate in the review meetings with ITI Ltd. This review may be undertaken at the discretion of the

Engineer in charge either as a periodical appraisal measure or when the quantum of work order on the bidder is substantially changed through deviation order or amendments. The review shall be held at the site or any of the office of ITI LTD /Consultant at the sole discretion of ITI LTD. The bidder will adhere to the revised schedule thereafter. The approval to the revised schedule resulting in a completion date beyond the stipulated date of completion shall not automatically amount to grant to the bidder.

- The bidder shall submit progress report site wise in Excel sheet highlighting the status of various activities and physical completion of work on weekly basis to ITI LTD. The Bidder shall send completion report with necessary Documents to the office of Engineer in charge of ITI LTD in writing within a period of 15 days of completion of work.

13 INDIAN STANDARDS:

Wherever any reference is made to any IS in any particular specification's or bill of quantities it means the Indian Standards editions with the amendments current at the last date of receipt of tender documents will be consider for reference.

SAFETY CODES

1. All necessary personal safety equipment as considered adequate by the Deputy General Manager(A) of ITI LTD or designated Engineer shall be available for use of persons employed on the site and maintained in a condition suitable for immediate use, and the sub Bidder shall take adequate steps to ensure proper use of equipment by those concerned.
2. Those engaged in handling any material which is injurious to eyes shall be provided with protective goggles, further for safety all required PPE need to provide by the bidder.
3. Those engaged in welding works shall be provided with welder's protective eye-shields. The Bidder shall not employmet below the age of 18 years.
4. When work is done nearer any place where there is a risk of drowning, all necessary equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision made for prompt first aid and treatment of all injuries likely to be sustained during the course of the work provided by the bidder.
5. To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the sub Bidder shall be open to inspection by the Deputy General Manager(A) of ITI LTD or designated Engineer or his representatives and the Inspecting Officers as defined in the Contract Labour Regulation.

ANNEXURE- III**CHECK LIST FOR THE SUBMISSION OF TENDER:**

Whether the following documents are enclosed:

Sl. No.	Discription	Yes	No	Page No.
1	Documents in support of submission of fee of tender document			
2	Documents in support of submission of EMD			
3	Declaration of bidders			
4	MSME registration certificate			
5	Copy of Power of Attorney of authorized signatory of the bid on stamp paper duly notarized			
6	EPF registration certificate			
7	GST registration certificate			
8	Average annual financial turnover for the last three years certified by the Chartered Accountant with registration number			
9	Organization set up of the company [as per annexure]			
10	Work completion certificate during the last three years			
11	Details of ongoing works			
12	Signed Integrity Pact			
13	Any Litigation History			
14	All the pages of tender documents signed			
15	Signed Pre-contract Integrity Pact and non-disclosure agreement			
16	Undertaking that the bidder has not been blacklisted/ debarred			
17	Compliance to no variance/ deviation in bid			
18	Undertaking for non- engagement of child labour			
19	Indemnity bond			

Note: Bidder has to take notice of the above points and checkmark Yes / No. The checklist shall be placed in the technical bid.

ANNEXURE -IV

DECLARATION OF BIDDERS

FROM

TO

1. I/We.....have read the conditions of the tender and tender documents attached here to and agree to abide by such conditions. I/We offered to do..... at the rates quoted in the attached schedule to complete the works on or before the dates mentioned in the schedule for completion of works.
2. I/We further agree to sign an agreement, bind to abide by the general conditions of the contract, and to carry out all works according to the specifications laid down in the tender papers. I/We hereby pay the earnest money ofby demand draft/banker’s cheque. I/We bind myself/ ourselves to deposit the security deposit [Performance security] as prescribed within 15 days after receiving the notice that the contract has been awarded to me/us failing which I/We have no objection to the forfeiture of the earnest money in full; otherwise they said earnest money shall be retained by the said company towards security deposit as specified in the conditions. I/We further bind myself /ourselves to execute the Tender document and to commence the work with 15 days after issue of the work order in writing as aforesaid failing I/We agree to the company forfeiting the earnest money and security deposit deposited with them. The accepting authority shall also be at liberty to cancel the acceptance of the tender if I/We fails to deposit the security amount as specified or to execute an agreement or to start work as stipulated in the tender documents.
3. I/We hereby enclose a declaration of my/our experience of execution of works of similar nature and magnitude carried out by me/us in the prescribed proforma, and also the income tax and sales tax clearance certificates.
4. The offer shall remain open for acceptance by the Accepting Authority for a **period of 6 months** from the date of opening of the tender. **[180 days]**

Date:

Signature of bidder

with the seal of the firm

witness.....

(Name in block letters)

Power of attorney in case the tender is signed by the authorized nominee must be enclosed.

Address:

Occupation:

Name of the Clients with Address, E-mail, and Phone No.

Bidder's Profile

1	Name in full under which the Bidders is trading	
2	Address of Official Premises at Delhi with Mobile/Telephone No./E-mail ids/FAX	
4	Type of the company a) Public Limited b) Private Limited c) Partnership Concern d) Individual/Proprietary e) Any other (pl Specify)	
5	Whether bidder is a MSME? If Yes, Mention Number	
6	How Long have you been in this nature of work?	

I/We certify that to the best of my/our knowledge, the particulars furnished above are true. It is understood that the information furnished will be treated as confidential and will not be divulged to unauthorized persons.

Place :

Date :

Bidder's Company Seal :

Authorized Signatory's Signature :

Authorized Signatory's Name and Designation :

PROFORMA FOR WORK EXPERIENCE CERTIFICATE FROM CLIENTS,

Name of the Bidder:

1	Name of work/project location	
2	Name, address and Email of the client	
4	Cost of work completed	
5	Date of start	
6	Percentage of work completed (applicable if work is under progress)	
7	The actual date of completion	
8	Scope of work/Supply	

Signature with Seal of the Issuing Authority

Date:

Name:

Designation:

ANNEXURE- VI

TURN OVER FOR LAST THREE YEARS.

S.No.	Financial year	Turnover	Average of three years
1			
2			
3			

Note:

In addition to the above, the applicant has to submit the following documents/information,

- a. Copy of the balance sheets
- b. Copy of the valid GST no.
- c. Copy of the PAN/TAN
- d. Details of litigation if any.
- e. Other relevant details if any.

The requisite Turnover certificate shall be duly certified by a Chartered Accountant with his seal /Signature and Registration No.

Signature of the bidder with Seal

ORGANISATION SET UP OF THE COMPANY.

S.No.	Name	Designation	Qualification	Professional Experience	Registration	Years with the firm	Remarks

Signature of the bidder with Seal

ANNEXURE- VIII

DETAILS OF THE WORK COMPLETED DURING THE LAST 7 YEARS

Sl. No.	Name of work	Scope of services	Value of work	Date of start/completion	Name and address of the client	Value of TDS in case of private work	Remarks

NOTE:

THE FOLLOWING DOCUMENTS ARE TO BE ENCLOSED FOR EACH OF THE ABOVE WORKS.

- a. Completion certificate.
- b. Copy of award letter and PO/WO copy.
- c. Other relevant documentary evidence, if any.

Signature of the bidder with Seal

ANNEXURE- IX

DETAILS OF ONGOING WORKS.

S.No.	Name of work	Scope of services	Value of work order	Date of start/completion	Name and address of the client	Remarks

NOTE:

(1) The following documents are to be enclosed for each of the above works.

- a. Copy of Award letter.
- b. Other relevant documentary evidence if any.

Signature of the bidder with Seal.

PRE-CONTRACT INTEGRITY PACT

GENERAL

This pre-bid pre-contract agreement (hereinafter called the Integrity Pact) is made on day of the month of , between, ITI Limited, ITI Bhavan, Dooravaninagar, Bangalore – 560016, India, (hereinafter called the "M/S ITI LIMITED", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s (address of the Bidder) (Hereinafter called the "BIDDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the M/S ITI LIMITED proposes to invite Request for Proposal(RFP) for "....." and the BIDDER is willing to participate in the RFP as per the terms and conditions mentioned thereon;

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership company (strike off whichever is not applicable), constituted in accordance with the relevant law in the matter and the M/S ITI LIMITED is a PSU under the Department of Telecommunications, Ministry of Communications & IT, Government of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the M/S ITI LIMITED to select a BIDDER for **Tender for Procurement, Installation, Incidental Works, and Comprehensive Annual Maintenance Contract (CAMC) of Spectrum Monitoring System with Remote Unmanned Sites for the Wireless Monitoring Organization** for ITI through the RFP in a transparent and corruption free manner, and enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the M/S ITI LIMITED will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact & agree as follows

1. Commitments of the M/S ITI LIMITED
 - 1.1 The M/S ITI LIMITED undertakes that no official of the M/S ITI LIMITED, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation,

contracting or implementation process related to the contract.

- 1.2 The M/S ITI LIMITED will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the M/S ITI LIMITED will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the M/S ITI LIMITED with full and verifiable facts and the same is prima facie found to be correct by the M/S ITI LIMITED, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the M/S ITI LIMITED and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the M/S ITI LIMITED the proceedings under the contract would not be stalled.
- 3 Commitments of BIDDER
 - 3.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -
 - a) The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the M/S ITI LIMITED, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - b) The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the M/S ITI LIMITED or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or, execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
 - c) BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - d) BIDDERS shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/contract.

The BIDDER further confirms and declares to the M/S ITI LIMITED that the BIDDER is the original Selected Bidder / Project integrator for **Tender for Procurement, Installation, Incidental Works, and Comprehensive Annual Maintenance Contract (CAMC) of Spectrum Monitoring System with Remote Unmanned Sites for the Wireless Monitoring Organization** and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the M/S ITI LIMITED or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such, intercession, facilitation or recommendation.

- e) The BIDDER either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the M/S ITI LIMITED or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- f) The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- g) The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- h) The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the M/S ITI LIMITED as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- i) The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- j) The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- k) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the M/S ITI LIMITED, or alternatively, if any relative of an officer of the M/S ITI LIMITED has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of RFP Response. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- l) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the M/S ITI LIMITED.

4 Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately

before signing of this Integrity Pact, with any other company in any country in respect of any 'corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.
- 5 Sanctions for Violations
- 5.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the M/S ITI LIMITED to take all or any one of the following actions, wherever required: -
- 6 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- 7 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- 8 To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the M/S ITI LIMITED resulting from such cancellation/rescission.
- 9 To recover all sums paid in violation of this Pact by the BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- 10 The M/s ITI LIMITED will be entitled to take all or any of the actions mentioned above, also on the Commission by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 11 The decision of the M/S ITI LIMITED to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.
- 12 Independent Monitors
- 12.1 The M/S ITI LIMITED appoints Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.
- 12.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 12.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

- 12.4 Both the parties accept that the Monitor have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 12.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the M/S ITI LIMITED.
- 12.6 The BIDDER(s) accept(s) that the Monitor has the right to access without restriction to all Project documentation of the M/S ITI LIMITED including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER with confidentiality.
- 12.7 The M/S ITI LIMITED will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 12.8 The Monitor will submit a written report to the designated Authority of M/S ITI LIMITED within 8 to 10 weeks from the date of reference or intimation to him by the M/S ITI LIMITED I BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.
- 13 Facilitation of Investigation
- 13.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the M/S ITI LIMITED or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.
- 14 Law and Place of Jurisdiction
- 14.1 This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the M/S ITI LIMITED.
- 15 Other Legal Actions
- 15.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
- 16 Validity
- 16.1 The validity of this Integrity Pact shall be from date of its signing and extend up to the contract period with the M/S ITI LIMITED in case a contract is signed. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 16.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

17 The parties hereby sign this Integrity Pact.

M/S ITI LIMITED

BIDDER

NSU

ITI Limited, NSU Bangalore-560016

M/s (address)

Place: Bangalore

Place:

Date:

Date:

Witnesses:

1.

1.

This section provides the outline, content and the formats that the Bidders are required to follow in the preparation of the Pre-Qualification Bid

MUTUAL NON- DISCLOSURE AGREEMENT

This Agreement is made as of the ----- 2023 between ITI Ltd. having its registered and Corporate office at Dooravani Nagar, Bangalore-560016

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

Whereas in order to pursue the mutual business purpose of this particular Consultancy as specified in Exhibit A (the "Business Purpose"), ITI Ltd. and M/s -----

----- recognize that there is a need to disclose to one another certain information, as defined in Para 1 below, of each party to be used only for the Business purpose and to protect such confidential information from unauthorized use and disclosure.

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

This Agreement will apply to all confidential and proprietary information disclosed by one party to the other party, including information listed in Exhibit A attached hereto and other information which the disclosing party identifies in writing or otherwise as confidential before or within thirty days after disclosure to the receiving party ("Confidential information").

Information consists of certain specifications, designs, plans, drawings and /or technical information, and all copies and derivatives containing such information, that may be disclosed to one another for and during the purpose, which a party considers proprietary or confidential ("Information"). Information may be in any form or medium, tangible or intangible, and may be

Communicated/disclosed in writing, orally, or through visual observation or by any other means to one party (hereinafter referred to as the receiving party) by the other party (hereinafter referred to as one disclosing party). Information shall be subject to this Agreement, if it is in tangible form, only if clearly marked as proprietary or confidential as the case may be, when disclosed to the receiving party or, if not in tangible form, its proprietary nature must first be announced, and it must be reduced to writing and furnished to the receiving party within thirty (30) days of the initial disclosure.

M/s ----- and ITI Ltd hereby agreed at during the Confidentiality Period:

ITI Ltd. RFP. No. _____

The receiving party shall use Information only for the Purpose, shall hold Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the Information, and shall grant access to Information only to its employees who have a need to know, but only to the extent necessary to carry out the business purpose of this project as defined in exhibit A, shall cause its employees to comply with the provisions of this Agreement applicable to the receiving party, shall reproduce Information only to the extent essential to fulfilling the purpose, and shall prevent disclosure of information to third parties.

Upon the disclosing party's request, the receiving party shall either return to the disclosing party all Information or shall certify to the disclosing party that all media containing Information have been destroyed. Provided, however. That an archival copy of the Information may be retained in the files of the receiving party's counsel, solely for the purpose of proving the contents of the Information.

The foregoing restrictions on each party's use or disclosure of Information shall not apply to Information that the receiving party can demonstrate was independently developed by or for the receiving party without reference to the Information, or was received without restrictions; or

has become generally available to the public without breach of confidentiality obligations of the receiving party; or

was in the receiving party's possession without restriction or was known by the receiving party without restriction at the time of disclosure; or

is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however that the receiving party has given the disclosing party prompt notice of such demand for disclosure and the receiving party reasonably cooperates with the disclosing party's efforts to secure and appropriate protective order; or

is disclosed with the prior consent of the disclosing party; or

was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the receiving party from the disclosing party under an obligation of confidence; or

the receiving party obtains or has available from a source other than the disclosing party without breach by the receiving party or such source of any obligation of confidentiality or non-use towards the disclosing party.

Each party agrees not to remove any of the other party's Confidential Information from the premises of the disclosing party without the disclosing party's prior written approval. Each party agrees to exercise extreme care in ITI Ltd. RFP. No. _____ protecting the confidentiality of any confidential information, which is removed, only with the disclosing party's prior written approval, from the disclosing party's premises. Each party agrees to comply with any and all terms and conditions the disclosing party's may impose upon any such approved removal, such as conditions that the removed confidential information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.

Upon the disclosing party's request, the receiving party will promptly return to the disclosing party all tangible items containing or consisting of the disclosing party's confidential information all copies thereof.

Each party recognizes and agrees that all of the disclosing party's confidential information is owned solely by the disclosing party (or its licensors) and that the unauthorized disclosure or use of such

confidential information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to obtain an immediate injunction enjoining any breach of this agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

Access to information hereunder shall not preclude an individual who has seen such information for the purpose of this agreement from working on future projects for the receiving party which relate to similar subject matters provided that such individual does not make reference to the information and does not copy the substance of the information during the confidentiality period. Furthermore nothing contained herein shall be construed as imposing any restriction on the receiving party's disclosure or use of any general learning, skills or know how developed by the receiving party's personnel under this agreement, if such disclosure and use would be regarded by a person of ordinary skill in the relevant area as not constituting a disclosure or use of the information.

As between the parties, all information shall remain the property of the disclosing party. By disclosing information or executing this agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection rights, trade secret or any other intellectual property right. THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES REGARDING THE INFORMATION, INCLUDING ALL WARRANTIES WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND ALL WARRANTIES AS TO THE ACCURACY OR UTILITY OF SUCH INFORMATION. Execution of this agreement and the disclosure of information pursuant to this agreement does not constitute or imply any commitment, promise, or inducement by either party to make any purchase, or sale or to enter into any additional agreement of any kind.

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

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

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

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

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

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

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

(M/s-----)

Signature _____.

Printed Name: _____.

Title: _____.

ITI Ltd

RFP No. _____

Exhibit A

(M/s ITI Ltd.)

Signature: _____

Printed Name: _____

Title: _____

Business Purpose: Tender for Procurement, Installation, Incidental Works, and Comprehensive Annual Maintenance Contract (CAMC) of Spectrum Monitoring System with Remote Unmanned Sites for the Wireless Monitoring Organization.

Confidential Information of M/s. ITI Ltd. w.r.t RFP No. _____

All sites and their related information.

All information shared in oral or in written form by ITI Ltd. with M/s -----

Information downloaded or taken in physical form shall be returned/destroyed after use not copied.

ITI Ltd : _____ M/s -----

Signed

Signed

COMPLIANCE TO NO VARIANCE/DEVIATION IN BID

NAME OF WORK:

TENDER REF NO:

We hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions whatsoever of the Bidding Documents and Amendment(s)/ Addendum(s) to the Bidding Documents, if any, for subject work/tender issued by ITI Limited. We hereby further confirm that any terms and conditions if mentioned in our bid (Un-priced as well as Priced Part) shall not be recognized and shall be treated as null and void.

Place :

Date :

Bidder's Company Seal :

Authorized Signatory's Signature :

Authorized Signatory's Name and Designation:

UNDERTAKING FOR NON-ENGAGEMENT OF CHILD LABOUR

NAME OF WORK:

TENDER REF NO:

I/ We hereby declare that:

- a) We are committed to elimination of child labour in all its forms.
- b) Neither we nor any of our authorised sub-bidder(s) are engaging Child Labour in any of our work(s) in terms of the provisions of The Child Labour (Prohibition and Regulation) Act, 1986 and other applicable laws.
- c) We as well as our nominated sub-bidder(s) undertake to fully comply with provisions of The Child Labour (Prohibition and Regulation) Act, 1986 and other applicable labour laws, in case the work is awarded to us.
- d) It is understood that if I/We, either before award or during execution of Contract, commit a transgression through a violation of Article b /c above or in any other form, such as to put my/our reliability or credibility in question, the Owner is entitled to disqualify us from the Tender process or terminate the Contract, if already executed or exclude me / us from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Owner. Such exclusion may be for a period of 1 year to 3 years as per the procedure prescribed in the guidelines for holiday listing of the Owner.
- e) I/We accept and undertake to respect and uphold the Owner's absolute right to resort to and impose such exclusion.

Place :

Date :

Bidder's Company Seal :

Authorized Signatory's Signature :

Authorized Signatory's Name and Designation :

Annexure-XV

INDEMNITY BOND

This deed of Indemnity bond is executed on this day of by a company registered under the Companies Act, having its registered office at represented herein by its (herein after referred to as the "OBLIGOR") (which expression shall mean and include its heirs, successors, assignee executors or anyone claiming through or under it).

IN FAVOUR OF M/s ITI Limited a company registered under the companies Act having its registered under the companies Act having its registered office at Regd. &Corporate Office, ITI Bhavan, Dooravaninagar, Bangalore – 560016 (herein after referred as the "OBLIGEE") (which expression shall mean and include its successors, assignees or anyone claiming through or under it). Whereas the Oblige here in had placed a Purchase Order for supply of.....WHEREAS the "OBLIGEE" has to supply the required to code

..... The cost of the.....to be supplied by the Oblige e to the Obligor is about Rs.....

Whereas the Oblige e has requested the Obligor to furnish a Bank Guarantee for a said sum of Rs.....(Rupees.....only)Whereas the Obligor has expressed his inability to furnish the Bank Guarantee for the said sum of Rs whereas the Obligor has requested the Oblige e to take an Indemnity Bond in lieu of Bank Guarantee and the Oblige e has agreed to take an Indemnity Bond instead of Bank Guarantee with the following conditions and the Obligor has agreed to fulfill the conditions given below:

- i) Tools with jigs and fixtures will be available for the personnel of the Oblige e to inspect as and when desired.
- ii) The Obligor agreed to insure the tools supplied by the Oblige e a sits Obligors cost of Rs making Oblige e as beneficiary with all losses covered and the Obligor will keep the tools under trust.
- iii) The Obligor undertakes not to use the tools supplied by the Oblige e for the manufacture of Castings for any other customer. WHEREAS in the event of breach of undertaking under this bond, the Obligor agrees to pay Rs.....(Rupees.....only) within one month of receipt of demand / claim from the Oblige e.

NOW THIS DEED OF INDEMNITY WITNESSES AS FOLLOWS: In consideration of the Oblige e agreeing to receive the said sum of Rs.....,the Obligor hereby agrees and undertakes to indemnify and keep in demnified the Oblige e against any loss or damage to the tool that may be sustained by the Oblige e as a result of misuse, mishandling or improper storage of the tool while in the custody of the Obligor or breach of any undertakings furnished under this bond. The Obligor hereby further agrees and undertakes to indemnify and keep indemnified the Oblige e against all the costs and expenses that the Oblige e may incurasaconsequenceoftheOblige e'sbeingputtothenecessityofinitiatingproceedingagainsttheObligor upontheObligorfailingtopaythesaidsumofRswith in one month of lodging the demand/claim by the Oblige e.

IN WITNESS WHERE OF, the Obligor represented here in by Managing Director has signed this deed of Indemnity on the day, month and the year first mentioned above.

Witness	Obligor
1.	
2.	

Format: Bank Guarantee Format for Performance Security

The President of India, through Head
of Procurement Procuring
Organisation
[Complete address of the Procuring Entity]

Whereas..... (name and address of the contractor) (hereinafter called "the contractor") has undertaken, in pursuance of contract no date..... to supply (description of goods and Works/ Services) (hereinafter called "the contract").

And Whereas you have stipulated it in the said contract that the contractor shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as security for compliance with its obligations as per the contract;

And Whereas we have agreed to give the contractor such a bank guarantee.

Now Therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the contractor, up to a total of.....(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the contractor to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until theday of20.....

Our.....branch at.....*(Name & Address of the*(branch) is liable to pay the guaranteed amount depending on the filing of a

claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our.....* branch a written claim or demand and received by us at our.....* branch on or before Dt otherwise, the bank shall be discharged of all liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

.....

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of Branch

*Preferably at the headquarters of the authority competent to sanction the expenditure for the procurement of goods or at the concerned district headquarters or the state headquarters.

[PART-II]

PRICE BID

Annexure-XVII

Un-PRICE-BID FORMAT

Tender for Procurement, Installation, Incidental Works, and Comprehensive Annual Maintenance Contract (CAMC) of Spectrum Monitoring System with Remote Unmanned Sites for the Wireless Monitoring Organization.

BILL OF QUANTITY

Item Number	Item Title	Item Description	Item Quantity	Unit of Measure	Consignee ID	Delivery Period (In number of days)	Unit Price (Rs.)
1	Procurement of Comprehensive Annual Maintenance Contract for whole system	Procurement of Comprehensive Annual Maintenance Contract for whole system (include '5 years CAMC' and 'Installation and commissioning at 10 sites and 1 Zonal Center)	1	Number	BUY-CONS-JAT	150	
2	Procurement of incidental works and services for whole system	Procurement of incidental works and services for whole system	1	Number	BUY-CONS-JAT	150	

The details of the item description as given below:-

- 1.Spectrum Monitoring Equipments used in Remote Sensor
- 2.Antenna used in Remote Sensor Units
- 3.Accessories used in Remote Sensor
- 4.Spectrum Monitoring system at zonal monitoring

5. Accessories at zonal monitoring

6. Software and Control for the whole system

7. Incidental

Abbreviations used in Tender:-

S.N.	Abbreviations	Definition
1	AITB	Appendix to Instructions To Bidders
2	BOQ	Bill of Quantities (Excel sheet of Price Schedule)
3	BSD	Bid Securing Declaration
4	CFR	Cost and Freight (port of destination)
5	CGST	Central Goods and Services Tax
6	CIF	Cost, Insurance & Freight (port of destination)
7	CPPP	Central Public Procurement Portal
8	DAP	Delivered at Place (Destination)
9	DoE	Department of Expenditure
10	DP	Delivery Period
11	DPIIT	Department for Promotion of Industry and Internal Trade
12	DSC	Digital Signature Certificate
13	e-RA	Electronic Reverse Auction
14	EFT/ NEFT	(National) Electronic Funds Transfer
15	ERV	Exchange Rate Variation
16	FAS	Free Alongside Ship (port of loading)
17	FDI	Foreign Direct investment
18	FOB	Free on Board (port of loading)
19	FOR	Free on Rail (named Station)
20	GCC	General Conditions of Contract
21	GeM	Government e-Marketplace
22	GRIR	Goods Receipt and Inspection Report
23	GST	Goods and Services Tax
24	GTE	Global Tender Enquiry (International Competitive Bidding)
25	HSN	Harmonized System of Nomenclature
26	IEM	Independent External Monitor
27	IPR	Intellectual Property Rights
28	INR	Indian Rupee
29	ITB	Instructions To Bidders
30	ITC (HS)	Indian Tariff Classification (Harmonised System)
31	IS	Indian Standards
32	KV	Kilo Volt
33	LoA	Letter of Award (Acceptance)
34	MII	Make in India
35	MSE	Micro and Small Enterprises
36	MSME	Micro, Small and Medium Enterprises
37	MSMED	MSME Development (Act)
38	NIT	Notice Inviting Tender
39	OEM	Original Equipment Manufacturer
40	PVC	Price Variation Clause
41	PAN	Permanent Account Number
42	PC	(Indian) Penal Code
43	PPD	Procurement Policy Division
44	PQB	Pre-Qualification Bidding
45	RAP	Reverse Auction (Process)
46	RCM	Reverse Charge Mechanism

47	SC	Scheduled Caste
48	SCC	Special Conditions of Contract
49	ST	Scheduled Tribe
50	Sqmm	Square milli meter
51	TCS	Tax Collected at Source
52	TDS	Tax Deducted at Source
53	TIA	Tender Inviting Authority
54	TIS	Tender Information Summary