Ref No: /ASCON-IV/TTS/ Dated – 08/01/2021

Selection of Bidder

FOR

Technical Training Services

Last Date and Time for submission: 22.01.2021, 15.00 Hrs.

ITI Limited
Bengaluru Plant
Dooravaninagar
BENGALURU – 560 016
Ph: 080-28503606
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<td>Formats and Specifications</td>
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<td>Purchase Department, ITI Limited, Dooravanimagar, Bengaluru – 560 016</td>
</tr>
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</table>
SECTION I: INTRODUCTION TO THE PROPOSAL

1.1. Brief about ITL Ltd and Project Scope.

ITI Limited is a public sector undertaking in the telecommunications technology segment established as a departmental factory in 1948. The company has manufacturing facilities in Bengaluru, Naini, Rae Bareli, Manakpur and Palakkad along with an R&D centre in Bengaluru and 25 Marketing, Services & Projects (MSP) centers in India, which are located at Bengaluru, Bhubaneswar, Chennai, Hyderabad, Kolkata, Lucknow, Mumbai, New Delhi and 17 other places spread across the country.

The company has a diverse suite of products including manufactured products like Gigabit Passive Optical Network (GPON), Managed Leased Line Network (MLLN) products, Stand Alone Signaling Transfer Point (SSTP), Wi-Fi Access Point, Radio Modem, SMPS, Set Top Box, Defense products like multi-capacity encryption units, Bulk encryption Units (BEU), Terminal End Secrecy Devices (TESD), Passive infrastructure products such as Optical Fiber Cable, HDPE duct, Antenna, diversified products such as smart energy meters, smart cards, solar panels, mini personal computers.

Besides offering the telecom turnkey solutions and customized support, ITI LTD has a dedicated Network System Unit for executing turnkey projects for installation and commissioning of telecommunication networks. The company intends to upgrade and invest in the technology, through the acquisition of technology from strategic partners with a specific focus on high growth industry segments. The company operates a data center at Bengaluru and currently expanding the same to offer cloud based services to government institutions/departments, banks etc.

The company is manufacturing a diverse range of Information and Communication Technology (ICT) products/solutions to hone its competitive edge in the convergence market by deploying its rich telecom expertise and vast infrastructure. Company is diversifying towards IOT, Smart city, other allied telecom products and services including turnkey project execution to offer solutions in diversified fields. Encryption Products are the company's forte. Extensive in-house R&D work is devoted towards design and development of encryption solutions to Indian Defense forces.

1.2 Purpose of Tender:

To invite interested companies having relevant financial Capacity, Experienced work force and domain knowledge expertise to manage such projects in respective areas of their interest, matching with their experience in most professional and efficient manner to meet the aspirations of User and value proposition to the customer. Scope of Work (SoW) is mentioned in this document in general and in details.

1.3 Scope of Work:

The general scope of work would include Selection of Bidder FOR Technical Training services. The technical and functional specifications included in this RFP.

--- END OF SECTION I ---
SECTION II: SCOPE OF WORK (General)

The Training Scope is as below.

- Pre-implementation Training
- Operation & Maintenance Training.
- Special Training During Integration.
- Refresher Training (Warranty Period Training)

Major Areas of Training.

<table>
<thead>
<tr>
<th>S.No.</th>
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<th>Training Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>OFC</td>
<td>Major</td>
</tr>
<tr>
<td>2</td>
<td>IPMPLS</td>
<td>Major</td>
</tr>
<tr>
<td>3</td>
<td>Microwave Radio</td>
<td>Major</td>
</tr>
<tr>
<td>4</td>
<td>Satellite</td>
<td>Major</td>
</tr>
<tr>
<td>5</td>
<td>UNMS / NMS, EMS, GIS, RFTMS</td>
<td>Major</td>
</tr>
<tr>
<td>6</td>
<td>Power</td>
<td>Major</td>
</tr>
<tr>
<td>7</td>
<td>Civil &amp; Tower</td>
<td>Minor</td>
</tr>
<tr>
<td>8</td>
<td>Mobile Node</td>
<td>Minor</td>
</tr>
<tr>
<td>9</td>
<td>Network Operations Centre (NOC)</td>
<td>Minor</td>
</tr>
<tr>
<td>10</td>
<td>Test Instruments</td>
<td>Minor</td>
</tr>
<tr>
<td>11</td>
<td>Network Synchronization</td>
<td>Minor</td>
</tr>
</tbody>
</table>

Bidder need to provide Computer / Multimedia based training. Also training material in the form of Physical and Soft Copy (CD / DVD) should form part of the bidder’s scope.

Training of crew and maintenance personnel.

The broad details of the training sought for the Maintenance Personnel is detailed below: -

(a) The BIDDER will arrange for an extensive training package for all types of systems and equipment proposed to be used in the network.

(b) The BIDDER will be responsible for conduct of the training in India for End User / ITI LTD personnel.

(c) The Training will be either online or offline (Classroom at Customer Site) depending upon the requirement of the end user.

(c) Pre-implementation Training

(i) Training will be conducted in two batch of 50 End User / ITI LTD personnel. The training for the first batch will be conducted by the OEM. The training Bidder has to attend the Pre implementation training conducted by the OEM. The bidder will conduct the training for II Pre-implementation batch.

(ii) It will be conducted within a period of three months from the issue of LoI to the successful BIDDER. The commencement of training will be indicated and the bidder should be ready to commence training at short notice.
(iii) Objective of this training will be to apprise the trainees about the implementation plans, design of solutions, detailed technical capability, installation practices and integration of systems, etc.

(iv) Schedule dates of the training for both the batches will be intimated by the end User / ITI LTD. Duration, topics, syllabus and synopsis of course material, etc. will be mutually decided before the start of each training session.

(v) Adequate training material will be provided for all participants by BIDDER.

(vi) Special training will be imparted for Test Instruments.

(d) Operation & Maintenance Training.

(i) Bidder will impart training to a group of 50 End User / ITI LTD personnel in each of two batches for major sub-systems and to one batch of 50 End User / ITI LTD personnel for minor sub-systems including test instruments of India.

(ii) This training will be imparted every six months till the start of warranty period. There will be a total of 8 batches of O&M (Major) and 4 batches of O&M (Minor) over a period of 30 months.

(iii) Objective of this training will be to improve capabilities of operations & maintenance team for diagnostics, trouble shooting, equipment features and service provisioning, knowledge of NMS and its utilization, etc.

(iv) This training will be progressive in nature.

(v) Each training package will have a USER level component and a maintenance team level component. Schedule dates of the training will be intimated by the USER. Duration, topics, Syllabus and synopsis of course material, etc. will be mutually decided 30 days before the start of each training session and approved by the USER.

(vi) Provision of test equipment, practice equipment for hands on experience will be done by ITI LTD, but study material, teaching aids, etc. will be the responsibility of the BIDDER.

(vii) Training material will be provided for all participants of the first training.

(viii) For subsequent training sessions, only soft copy of training material will be provided for all participants.

(e) Special Training.

(i) Special Training during Integration. BIDDER will impart training to two batches of 25 End User / ITI LTD personnel each, especially to resolve queries relating to integration issues, service provisioning, NMS and special issues encountered at the time of integration.
(f) Warranty period Training.

(i) During the Warranty Period for all major subsystems of the project, two additional ‘Refresher Training Cadres’ for 25 End User / ITI LTD personnel each will be organized by the BIDDER at Delhi or at a place selected by USER. Objective of this training will be to cover operations & maintenance, diagnostics, trouble shooting, equipment features, service provisioning, NMS and its utilization, etc.

(ii) Schedule dates of the training for both the batches will be intimated by the USER. Duration, topic, Syllabi and synopsis of course material, etc. will be mutually decided 30 days before the start of each training session and approved by the USER.

(g) Training Package.

Computer Based Training Packages for operation and USER level maintenance for MW Radio, Satellite terminals, Optical Transmission equipment, Integrated Switch, Test and measuring instruments, NMS and Power equipment should be provided on CDs/DVDs for personnel working in nodes/Zonal Centers. These should be in multimedia format and include:

(i) Fault dictionaries.
(ii) Inventory Cards.
(iii) Quick Reference Manuals.

(h) Training Literature.

Page size of all soft copies of documents will be A5. Documents will be optimized for viewing in latest version of Acrobat Reader with 1” header, footer and margins on left and right side.

Detailed technical literature including User Handbooks and Technical Manuals should be User Friendly which is simple to understand, will be provided for all equipment and systems installed in the Project. These will be provided at the scale of one set per node, one additional set per Zonal Centre and two additional sets for reference at End user / ITI LTD. The technical literature provided will not be photocopies. Technical literature and documentation will be as per the latest ISO standards. The documents will be in printed form as well as on CDs/DVDs. These will be provided under the following heads:

(aa) Training documents and packages.
(ab) USER level documents.
(ac) Technical documents for repair and maintenance and giving comprehensive technical details of the systems.

--- END OF SECTION II ---
SECTION III: MINIMUM ELIGIBILITY CRITERIA

<table>
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<tr>
<th>S. No.</th>
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<th>Documents Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>a. The Bidder should be entity registered under Companies Act, 1956/2013 or as amended and should have been operating for at least last 3 financial years in India on bid submission date.</td>
<td>The Bidder should have certificate of Incorporation or Memorandum of Association / Article of Association.</td>
</tr>
<tr>
<td>2.</td>
<td>b. Bidder should have an Average annual turnover of at least 15 Cr. during last three (3) audited financial years (2017-18, 2018-19 and 2019-20): [ a) Audited financial statements for the last three financial years (2017-18, 2018-19 and 2019-20). For FY 19-20 Provisional Certificate also allowed but Bidder need to submit Audited copy before signing of Contract. [ b) Certificate from the Statutory Auditor/Company Secretary on turnover details for the last three (3) financial years (2017-18, 2018-19 and 2019-20).</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Bidder Should have positive net worth in all three years (2017-18, 2018-19 and 2019-20)</td>
<td>CA Certificate for Net worth</td>
</tr>
</tbody>
</table>
| 4.     | •Bidder must have an active SEI CMMI Level 3 or higher certification as on Tender due date; and  
•Bidder must have ISO 9001:2015 or equivalent certification for Quality Management Services; and  
•Bidder must have ISO 27001:2013 or equivalent certificate for Data Security.                                                                                                                                                                                                                                                                                                                                                                           | Self-Attested Copy of Valid Certificate(s)                                                                                                                                                                                                                                                                                                                                                                                                   |
| 5.     | Bidder should have experience of training Projects of Cumulative Value of minimum 10 Cr. from last 3 financial years (FY 2018-2019, 2019-2020, 2020-2021)                                                                                                                                                                                                                                                                                                                                                     | Work Order Copies                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 6.     | Bidder Should have Valid PAN and GST Number.                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | PAN and GST Copy.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 7.     | Bidder should have experience on Training Projects of in min two different states with Central Govt/ State Govt/ PSU.                                                                                                                                                                                                                                                                                                                                                                                                  | Work Order Copies                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 8.     | The Bidder should not have been blacklisted by any Ministry/ department of Govt. of India or by any State Government or any of the Government PSUs or any corporate in India as on bid submission date.                                                                                                                                                                                                                                                                                                                                 | Sole Bidder An undertaking signed by CEO/ Country Head/ Authorized Signatory of the company to be provided on stamp paper of INR 100/- or such equivalent amount and document duly attested by notary public.                                                                                                                                                                                                                                                      |
| 9.     | Bidder Should have minimum 100 Full time Employees. (out of 100, 20 should have wide experience of training WRT RFP scope)                                                                                                                                                                                                                                                                                                                                                                                                   | Declaration on Letter Head indicating average Number of Manpower per Year with Documentery Proof (one for Each Year) of PF / ESI Return                                                                                                                                                                                                                                                                                                                                                      |
| 10.    | Bidder should have capability to execute the project on his/her own.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Declaration and Project Plan to be submitted on letter head.                                                                                                                                                                                                                                                                                                                                                                                                                                               |

--- END OF SECTION III ---
SECTION IV: GENERAL INSTRUCTIONS TO BIDDERS

4.1 Invitation to Bid:

Bids are invited from companies/ firms to participate in this Tender for “Selection of Bidder FOR Technical Training services.” in particular, who meet the minimum eligibility criteria as specified in this Tender.

4.2 Bid Preparation Costs

4.2.1 The bidder shall be responsible for all costs incurred in connection with participation in this Tender process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of bid, in providing any additional information required by the ITI LTD to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

4.2.2 ITI LTD shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4.3 Authentication of Bid

A bid should be accompanied by a power-of-attorney in the name of the signatory of the bidder.

4.4 Bid Submission

4.4.1 ITI LTD’s Tender document can be downloaded from ITI LTD web site [www.itiltd.in](http://www.itiltd.in). For this RFP, ITI LTD will Share RFP copy to bidders.

4.4.2 The Tender document fee is non-refundable.

4.4.3 Bid shall be valid for at least 45 days from the date of Bid opening.

4.4.4 Each bid shall be accompanied with an EMD from a Scheduled Bank for an amount of INR 1,50,000/- (One Lakh fifty thousand Only) in the form of DD/Bankers Cheque/Bank Guarantee in favor of “ITI LTD, Bengaluru - 560 016” valid for a period of 45 days from the date of bid opening. EMD is not applicable if bidder is MSME such Bidder need to attach valid / active MSME certification.

4.4.5 The successful bidders shall submit a Performance Bank Guarantee (PBG) from a Scheduled Bank to ITI LTD for an amount equal to 3% of the work awarded valid for five years. The PBG should be submitted latest within 10 days from the date of ITI LTD’s requisition (LOI). The validity of the PBG shall be extended in case of the extension of original delivery time lines of the project.

4.4.6 The EMD of the unsuccessful Bidder will be returned/discharged to the Bidder within 30 days of finalization of selection of the Bidder. The EMD of the successful Bidder will be returned on submission of Performance Bank Guarantee for an amount equal to 3% of the total value of contract.
4.4.7 Bids in prescribed forms shall be submitted in double sealed cover (Technical and Financial Bids in Separate envelopes) mentioning clearly, with such super – scribe on the top of each envelope respectively. The technical and financial bid envelopes together are to be submitted in another envelope (Bid-Cover) with the super scribed information about project name, RFP Number, Date of submission as given in the factsheet and should be sent to the following address:

AGM (HR)/DGM (IMM-PPC),
ITI Limited, Dooravaninagar,
Bengaluru- 560016.
Phone:080-28503606.

The Physical Submission Options (RPAD/Courier/Hand Delivery Only)
The bid cover should also indicate clearly the name, address and telephone number of the bidder to enable the bid to be returned unopened in case it is declared “Late”

4.5 The Bid submitted shall consist of two covers as below:

4.6 Envelope 1 [Technical Bid]

It will have the full name, address of the Bidder and of the authorized agent delivering the Tender at the bottom left hand corner of the sealed cover. The cover shall consist of the following:

4.6.1 Mark as ‘Technical Bid’ on the top of the envelope.
4.6.2 Cover note by the Bidder indicating name of the Company, address, communication details (like, mobile numbers, land line numbers, fax numbers, e-mail ids for correspondence), name and designation of the Bid submission authority etc.)
4.6.3 Copy of ITI LTD’s Tender document signed by the authorized person of the Bidder at bottom of each page of the Tender document as an acceptance for having read and understood the Tender.
4.6.4 Power of attorney in the case of authorized representative having signed the Tender.
4.6.5 Bid document fee not applicable for this bid.
4.6.6 GST Registration document
4.6.7 All Documents as proof of meeting eligibility conditions and satisfying all other requisites for each bid separately.
4.6.8 EMD from a Scheduled Bank for a prescribed amount as mentioned in the Fact Sheet valid for a minimum period of 45 days from the date of bid opening.

4.7 Envelope 2 [Financial BID]

It shall consist of financial bid complete, for all the items mentioned.

4.7.1 Mark as ‘Financial BID’ on top of the envelope
4.7.2 The bidders shall be for all the line items strictly as per the bid format.
4.7.3 Incomplete bids are liable for rejection.
4.7.4 The financial bid/quote at any other place than designated will make the bid liable for rejection.
### 4.8 Important Information:

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<td>Tender issuing Authority</td>
<td>Purchase Department, ITI Limited, Dooravannagar, Bengaluru – 560 016</td>
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</table>
4.9 Clarifications:
Bidders desirous of seeking clarifications on the Tender may send their queries through email to: sajanabraham_bgp@itiltd.co.in. The clarifications need to be asked within 2 days of the RFP publish date.

4.10 On the Bid opening day, only technical bids will be opened. The Bidders who are desirous of attending bid opening may do so as per the Tendering process (TOE).

4.11 Bids without authenticated proof of Bid document fee, EMD and other technical compliances as required and prescribed in this Tender, will be rejected.

4.12 The date for opening the financial bids will be communicated to all technically qualified and eligible bidders separately, through registered email.

4.13 The address for all correspondences regarding this Tender shall be:

AGM(HR)/DGM (IMM-PPC)
ITI Limited, Purchase Dept.,
F-100, 2nd Floor,
Dooravaninagar, Bengaluru - 560 016
Ph: 080-28503606
E-mail: avmurdeshwar_bgp@itiltd.co.in
sajanabraham_bgp@itiltd.co.in

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

4.15 ITI LTD reserves the right to suspend or cancel the Tender process at any stage, or to accept, or reject any, or all offers at any stage of the process and / or to modify the process, or any part thereof, at any time without assigning any reason, without any obligation or liability whatsoever and the same shall be published in the ITI LTD website or intimated through email.

4.16 The Bidder shall bear all costs associated with the preparation and submission of its Tender, including cost of presentation for the purpose of clarification of the offer, if so desired by ITI LTD.

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

4.18 Also, ITI LTD may, at its discretion, extend the last date and time for the receipt of offers and/or make other changes in the requirements set out in the Invitation for Tender at its own accord or in order to provide reasonable time to bidders to take the amendments into account in preparing their offers.

4.19 If the last day for the bid submission is declared as a holiday, the bid will be opened at the same time on the next working day.

4.20 Tender will be received/submission up to 15:00 Hrs. on 22/01/2021 and technical bid will be opened on same day i.e. 22/01/2021 at 16:00 Hrs.
4.21 **BID PRICES:**

The bidder shall quote the item wise price inclusive of all incidentals and inclusive of all taxes and levies but exclusive of Goods and Service Tax. Goods and Service Tax shall be paid extra, as applicable

4.22 The bidder shall quote against all the line items of financial bid. Bids not having quote for all the items/components as per the financial bid format, essential or allied, shall be termed as incomplete and liable for rejection.

4.23 **PERIOD OF VALIDITY OF BIDS:**

4.23.1 Bid shall remain valid for 45 days from date of opening of the bids (Qualifying Bid). A Bid valid for a shorter period shall be rejected by ITI LTD as non-responsive.

4.23.2 In exceptional circumstances, the tendering authority may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. In such cases, the bid security provided shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.

4.24 **SIGNING OF BID:**

4.24.1 The bidder shall prepare, as a part of his bid, the bid documents duly signed on each and every page, establishing the conformity of his bid to the bid documents of all the works to be executed by the bidder under the contract.

4.24.2 The bid shall contain no inter-lineation, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed with dated by the person or persons signing the bid.

4.25 **Disclaimer:**

4.25.1 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.

4.25.2 All information contained in this Tender provided / clarified is in good faith and interest. This is not an agreement and is not an offer or invitation to enter into an agreement of any kind with any party.

4.25.3 Though adequate care has been taken in the preparation of this Tender document, the interested bidders shall satisfy themselves that the information contained in the document is complete in all respects to enable to make an informed decision to bid. Interested Bidders are required to make their own enquiries and assumptions wherever required.
Information provided in this document or imparted to any respondent as part of the Tender process is confidential and shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or organization.

4.26  Bid received / submission after due date and time will not be considered.

4.27  Consortium / Joint Venture not allowed.

----- END OF SECTION IV ----
SECTION V: FINANCIAL BID

The bidders are to quote the price, understanding complete Supply of technical training material and training for both the Sections.

Section 1- Offline Bid

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Line Item</th>
<th>No of Batch</th>
<th>Student Per Batch</th>
<th>Unit Price Per Batch</th>
<th>GST</th>
<th>D=(C* GST as applicable)</th>
<th>E=C+D</th>
<th>F=E X A</th>
<th>Unit Price Inclusive of GST</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Pre-implementation Training</td>
<td>1</td>
<td>50</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>O&amp;M Training Major Subsystems</td>
<td>8</td>
<td>50</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>O&amp;M Training Minor Subsystems</td>
<td>4</td>
<td>50</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>4</td>
<td>Special Training During Integration</td>
<td>2</td>
<td>25</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>5</td>
<td>Refresher Cadre Training for Major Subsystems</td>
<td>2</td>
<td>25</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Quoted Price (offline)

Section 2- Online Bid

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Line Item</th>
<th>No of Batch</th>
<th>Student Per Batch</th>
<th>Unit Price Per Batch</th>
<th>GST</th>
<th>D=(C* GST as applicable)</th>
<th>E=C+D</th>
<th>F=E X A</th>
<th>Unit Price Inclusive of GST</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Pre-implementation Training</td>
<td>1</td>
<td>50</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>O&amp;M Training Major Subsystems</td>
<td>8</td>
<td>50</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>O&amp;M Training Minor Subsystems</td>
<td>4</td>
<td>50</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Special Training During Integration</td>
<td>2</td>
<td>25</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Refresher Cadre Training for Major Subsystems</td>
<td>2</td>
<td>25</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

Total Quoted Price(Online)
## Composite Bid Price

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Bid Price</th>
<th>Total Quoted Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Section 1-Price Bid for Training Services ( Offline)</td>
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</tr>
<tr>
<td>2</td>
<td>Section 2- Price bid for Training Services ( Online )</td>
<td></td>
</tr>
</tbody>
</table>

Amount in Words (………………………………………………………………………………………………………)

1. The contract will be awarded to the bidder who has quoted the lowest composite bid Price (both Section I and Section 2) inclusive of all taxes.
2. The L1 Bidder so selected, needs to match the Section wise L1 price of other technically qualified bidders.
3. The project cost will be based on as per actual for offline and online batches as notified by ITI Ltd.
4. Scope of the work as per the RFP.
5. ITI Ltd can place up to 50% repeat order (line item wise) to the bidder during price validity.

---------- END OF SECTION-V ----------
Section – VI: PAYMENT TERMS, DELIVERY TIMELINES & LD

Payment Terms: -

Bidder will get 100% Payment for each completed Batch, 60 Days after successful training delivery of the batch to the end user and invoice acceptance by ITI Ltd.

1. Delivery Timeline

<table>
<thead>
<tr>
<th>Type of Training</th>
<th>Batch No</th>
<th>Strength</th>
<th>Duration</th>
<th>Period*</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>To be trained by the OEM and attended by the bidder</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pre-Implementation Trg</td>
<td>I</td>
<td>50</td>
<td>06 Weeks</td>
<td>T – T+3</td>
</tr>
<tr>
<td><strong>Training to be conducted by bidder</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pre-Implementation Trg</td>
<td>I</td>
<td>50</td>
<td>06 Weeks</td>
<td>T – T+3</td>
</tr>
<tr>
<td>Op &amp; maint trg (Maj sub sys)</td>
<td>I &amp; II</td>
<td>50</td>
<td>04 Weeks</td>
<td>T+3 – T+6</td>
</tr>
<tr>
<td>Op &amp; maint trg (Minor sub sys)</td>
<td>I</td>
<td>50</td>
<td>02 Weeks</td>
<td>T+6 – T+9</td>
</tr>
<tr>
<td>Op &amp; maint trg (Maj sub sys)</td>
<td>III &amp; IV</td>
<td>50</td>
<td>04 Weeks</td>
<td>T+9 – T+12</td>
</tr>
<tr>
<td>Op &amp; maint trg (Minor sub sys)</td>
<td>II</td>
<td>50</td>
<td>02 Weeks</td>
<td>T+12 – T+15</td>
</tr>
<tr>
<td>Op &amp; maint trg (Maj sub sys)</td>
<td>V &amp; VI</td>
<td>50</td>
<td>04 Weeks</td>
<td>T+15 – T+18</td>
</tr>
<tr>
<td>Op &amp; maint trg (Minor sub sys)</td>
<td>III</td>
<td>50</td>
<td>02 Weeks</td>
<td>T+18 – T+21</td>
</tr>
<tr>
<td>Op &amp; maint trg (Maj sub sys)</td>
<td>VII &amp; VIII</td>
<td>50</td>
<td>04 Weeks</td>
<td>T+21 – T+24</td>
</tr>
<tr>
<td>Op &amp; maint trg (Minor sub sys)</td>
<td>IV</td>
<td>50</td>
<td>02 Weeks</td>
<td>T+24 – T+27</td>
</tr>
<tr>
<td>Spl trg during integration</td>
<td>I</td>
<td>25</td>
<td>08 Weeks</td>
<td>T+27 – T+30</td>
</tr>
<tr>
<td>Spl trg during integration</td>
<td>II</td>
<td>25</td>
<td>08 Weeks</td>
<td>T+30 – T+33</td>
</tr>
<tr>
<td>Refresher cadre for all maj sub sys</td>
<td>I</td>
<td>25</td>
<td>04 Weeks</td>
<td>T+42 – T+45</td>
</tr>
<tr>
<td>Refresher cadre for all maj sub sys</td>
<td>II</td>
<td>25</td>
<td>04 Weeks</td>
<td>T+51 – T+54</td>
</tr>
</tbody>
</table>

1. T = T is month of signing of LOI to the successful bidder.

* The period mentioned may vary and the same will be intimated by the user
2. Liquidated Damages

In the event of the Bidder fails to provide the services delivery as per given timelines / schedules, The ITI LTD, at its discretion, withhold any payment until the completion of the service delivery. Further, the ITI LTD may also deduct liquidated damages @ 0.5% of the contract value for every week of delay or part of a week, subject to maximum value of liquidated damages being not higher than 10% of the batch value.

In the case, Liquidated damages reaches up to its maximum value as defined hereinabove, The ITI Limited reserves the right to terminate the contract and / or may blacklist the bidder.

---------- END OF SECTION-VI----------
SECTION VII: GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT

1. **Compliant Bids/Completeness of Response**
   a. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
   b. Failure to comply with the requirements of this paragraph may render the bid non-compliant and the bid may be disqualified. Bidders must:
      • Include all documentation specified in this RFP, in the bid.
      • Follow the format of this RFP while developing the bid and respond to each element in the order as set out in this RFP.
      • Comply with all requirements as set out within this RFP.

2. **Cost of Bidding**
   The Bidder shall bear all costs associated with the preparation and submission of its bid including cost of presentation or proof of concept for the purposes of clarification of the bid, if so desired by the Tenderer. In any case, the Tenderer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process as may be required in accordance with the conditions of this RFP.

3. **Pre-Bid Meeting & Clarifications**
   a. **Pre-Bid Meeting**
      ITI LTD will organize a pre-bid meeting within the date and timelines as specified in the Fact Sheet.
   b. Bidders may attend the pre-bid meeting, which will be held on the date specified in the Fact Sheet, during which the Bidders will be free to seek clarifications and make suggestions to the ITI LTD on the scope of the Services or otherwise in connection with the RFP. Bidder need to submit Prebid queries on / before 12/01/2021 (11.00 Hrs). The online meeting link for the Prebid meeting will be shared on the Bidders’ given email id.

4. **Bidders Queries**
   a. Any clarification regarding the RFP document, technical and functional specifications and any other item related to this project can be submitted to ITI LTD within two days of the RFP publish date, along with name and details of the organization submitting the queries.
   b. ITI LTD shall not be responsible for ensuring that the Bidders’ queries have been received by them.
   c. Any requests for clarifications post the indicated date and time shall not be entertained by ITI LTD.

5. **Responses to Pre-Bid Queries and Issue of Corrigendum**
   a. ITI LTD shall formally respond to the pre-bid queries. No further clarifications shall be entertained after the date and time of submission of queries.
b. ITI LTD shall endeavor to provide timely response to all queries. However, ITI LTD makes no representation or warranty as to the completeness or accuracy of any response made in good faith. ITI LTD does not undertake to answer all the queries that have been posed by the bidders. Any modifications of the RFP Documents, which may become necessary as a result of the Pre-Bid queries, shall be made by ITI LTD exclusively through a corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP.

6. Forfeiture of EMD

The EMD shall be forfeited and appropriated by the ITI LTD as mutually agreed genuine pre-estimated compensation and damages payable to the ITI LTD for the time, cost and effort of the ITI LTD, without prejudice to any other right or remedy that may be available to the ITI LTD under the RFP or in law under the following conditions:

a. If a Bidder withdraws or modifies its bid during the bid validity period or any extension agreed by the Bidder thereof;
b. If a Bidder is disqualified in accordance with RFP;
c. If the Bidder tries to influence the evaluation process or engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as set out in RFP.
d. If the bidder is declared as the successful bidder and it withdraws its proposal during negotiations. However, failure to arrive at a consensus between the ITI LTD and the successful bidder shall not be construed as withdrawal of proposal by successful bidder;
e. fails to sign and return, as acknowledgement, the duplicate copy of the letter of award;
f. fails to submit the performance bank guarantee and/or sign the contract in accordance with this RFP;
g. fails to fulfil any other condition precedent to the execution of the Contract, as specified in the letter of award;
h. Fails to execute the contract.

7. Language

The bid should be prepared and submitted by the bidders in English language only. If any submitted supporting documents are in any language other than English, translation of the same in English language is to be provided (duly attested) by the Bidders. For purposes of interpretation of the documents, the English translation shall govern. Such translated documents shall be notarized and in case of any incorrectness of the translation, the bidder will be penalized.

8. Authentication of Bids

a. An authorized representative (or representatives) of the Bidder shall sign the bid and physically initial and stamp all pages of the Pre-Qualification, Technical and Commercial Bids.
b. A certified true copy of a board resolution/power of attorney from the Board of Directors or Managing Director nominating the authorized signatory of documents binding the Bidder organization to the terms and conditions detailed in this tender shall be enclosed. Bid should be accompanied by an authorization in the name of the signatory (or signatories) of the Bid. The authorization shall be in the form of a written power of attorney accompanying the Bid or in any other form demonstrating that the representative has been duly authorized to sign. Any change in the Power of Attorney shall be intimated to ITI LTD in advance with adequate documents.
9. Deviations and Exclusions

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the RFP. The bidder shall submit a No Deviation Certificate as per the format specified in RFP. The bids with deviation(s) are liable for rejection.

a. Late Bids
   • Late submission will not be entertained and will not be permitted.
   • The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
   • ITI LTD shall not be responsible for delay in submission of any submission related or website related issues and date of submission cannot be extended for such reasons
   • ITI LTD reserves the right to modify and amend any of the above-stipulated condition/criterion.

10. Right to Terminate the Process

ITI LTD may terminate the RFP process at any time and without assigning any reason. ITI LTD makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by ITI LTD.

11. Confidentiality

a. From the time the Bids are opened to the time the Contract is awarded, the Bidder should not contact the ITI LTD on any matter related to its Qualification Documents, Technical Bid and/or Commercial Bid. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Bidders who submitted the Bids or to any other party not officially involved with the bid process, until the publication of the Contract award.

b. Any attempt by a Bidder or anyone on behalf of the Bidder to seek any information or influence improperly the ITI LTD in the evaluation of the Bids or award of the Contract may result in the disqualification of its Bid.

c. All the material/information shared with the Bidder during the course of this procurement process as well as the subsequent resulting engagement following this process with the successful bidder, shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances. The employees of the successful bidder need to furnish a Non-Disclosure Agreement (NDA) as specified in RFP.

12. Fraud and Corrupt Practices

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, ITI LTD shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, ITI LTD shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to ITI
LTD for, inter alia, time, cost and effort of ITI LTD, in regard to the RFP, including consideration and evaluation of such Bidder’s Bid.

13. **Conflict of Interest**

   a. A bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, ITI LTD shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to ITI LTD for, inter alia, the time, cost and effort of ITI LTD including consideration of such Bidder’s Bid, without prejudice to any other right or remedy that may be available to ITI LTD hereunder or otherwise.

   b. ITI LTD requires that the bidder provides solutions which at all times hold ITI LTD’s interests’ paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other ITI LTDs, or that may place it in a position of not being able to carry out the assignment in the best interests of ITI LTD.

   c. Conflicting activities: Conflict between consulting activities and procurement of goods, works or non-consulting services: a Bidder that has been engaged by the ITI LTD to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a Bidder hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

14. **Right to vary Quantity by ITI LTD**

   a. At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased or decreased. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.

   b. If the ITI LTD does not utilise the services of any subject matter of procurement or procures less than the number specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.

   c. Repeat orders for additional services may be placed, if it is provided in the bidding document, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionally increased.

15. **Currency of proposal**

   The Bidder shall submit its Financial Proposal in Indian Rupees only

16. **Currency of payment**

   Payments under the Contract shall be made in Indian Rupees only

17. **Insurance**
The Services provided under this Contract shall be fully insured by the Bidder by taking adequate insurance with IRDA approved insurers. The bidder shall submit to the Tenderer, certificate of insurance issued by the IRDA approved insurance company, indicating that such insurances have been taken.

1. **BRIEF SCOPE OF WORK**

   The broad details of the training sought for the maintenance personnel is detailed below:

   a) The Bidder will depute sufficient & experienced personnel during the first pre implementation training by respective OEMs for all types of systems and equipment proposed to be used in the network.

   b) The Bidder will be responsible to conduct of the training listed in succeeding paragraphs at five locations in India for designated personnel. Duration, topics, syllabi and synopsis of course material, etc. will be mutually decided 30 days before the start of each training session and approved by the user.

   c) Objective of this training will be to improve capabilities of operations & maintenance team for diagnostics, trouble shooting, maintenance guidelines, replacement methodology, equipment features and service provisioning, knowledge of NMS and its utilization, etc.

   d) Following areas would be covered as part of Training Program

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Area</th>
<th>Sub-System Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>OFC</td>
<td>Major</td>
</tr>
<tr>
<td>2</td>
<td>IPMPLS</td>
<td>Major</td>
</tr>
<tr>
<td>3</td>
<td>Microwave Radio</td>
<td>Major</td>
</tr>
<tr>
<td>4</td>
<td>Satellite</td>
<td>Major</td>
</tr>
<tr>
<td>5</td>
<td>UNMS/ NMS, EMS, GIS, RFTMS</td>
<td>Major</td>
</tr>
<tr>
<td>6</td>
<td>Power</td>
<td>Major</td>
</tr>
<tr>
<td>7</td>
<td>Civil &amp; Tower</td>
<td>Minor</td>
</tr>
<tr>
<td>8</td>
<td>Mobile Node</td>
<td>Minor</td>
</tr>
<tr>
<td>9</td>
<td>Network Operations Centre (NOC)</td>
<td>Minor</td>
</tr>
<tr>
<td>10</td>
<td>Test Instruments</td>
<td>Minor</td>
</tr>
<tr>
<td>11</td>
<td>Network Synchronization</td>
<td>Minor</td>
</tr>
</tbody>
</table>

   e) Considering the pandemic, the training can either be conducted in physical classroom (offline) or online and the same will be intimated by the user.

   f) The mode of instruction for the training will be in English language.
2. TRAINING BATCHES - NUMBERS, SIZE AND SCHEDULE

<table>
<thead>
<tr>
<th>Type of Training</th>
<th>Batch No</th>
<th>Strength</th>
<th>Duration</th>
<th>Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Implementation Trg</td>
<td>I</td>
<td>50</td>
<td>06 Weeks</td>
<td>T – T+3</td>
</tr>
<tr>
<td>Pre-Implementation Trg</td>
<td>II</td>
<td>50</td>
<td>06 Weeks</td>
<td>T – T+3</td>
</tr>
<tr>
<td>Op &amp; maint trg (Maj sub sys)</td>
<td>I &amp; II</td>
<td>50</td>
<td>04 Weeks</td>
<td>T+3 – T+6</td>
</tr>
<tr>
<td>Op &amp; maint trg (Minor sub sys)</td>
<td>I</td>
<td>50</td>
<td>02 Weeks</td>
<td>T+6 – T+9</td>
</tr>
<tr>
<td>Op &amp; maint trg (Maj sub sys)</td>
<td>III &amp; IV</td>
<td>50</td>
<td>04 Weeks</td>
<td>T+9 – T+12</td>
</tr>
<tr>
<td>Op &amp; maint trg (Minor sub sys)</td>
<td>II</td>
<td>50</td>
<td>02 Weeks</td>
<td>T+12 – T+15</td>
</tr>
<tr>
<td>Op &amp; maint trg (Maj sub sys)</td>
<td>V &amp; VI</td>
<td>50</td>
<td>04 Weeks</td>
<td>T+15 – T+18</td>
</tr>
<tr>
<td>Op &amp; maint trg (Minor sub sys)</td>
<td>III</td>
<td>50</td>
<td>02 Weeks</td>
<td>T+18 – T+21</td>
</tr>
<tr>
<td>Op &amp; maint trg (Maj sub sys)</td>
<td>VII &amp; VIII</td>
<td>50</td>
<td>04 Weeks</td>
<td>T+21 – T+24</td>
</tr>
<tr>
<td>Op &amp; maint trg (Minor sub sys)</td>
<td>IV</td>
<td>50</td>
<td>02 Weeks</td>
<td>T+24 – T+27</td>
</tr>
<tr>
<td>Spl trg during integration</td>
<td>I</td>
<td>25</td>
<td>08 Weeks</td>
<td>T+27 – T+30</td>
</tr>
<tr>
<td>Spl trg during integration</td>
<td>II</td>
<td>25</td>
<td>08 Weeks</td>
<td>T+30 – T+33</td>
</tr>
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<td>Refresher cadre for all maj sub sys</td>
<td>I</td>
<td>25</td>
<td>04 Weeks</td>
<td>T+42 – T+45</td>
</tr>
<tr>
<td>Refresher cadre for all maj sub sys</td>
<td>II</td>
<td>25</td>
<td>04 Weeks</td>
<td>T+51 – T+54</td>
</tr>
</tbody>
</table>

Note:

2. T is month of signing of LOI to the successful bidder.
3. The commencement of training will be intimated to the bidder and the bidder should ready to conduct training at short notice.
4. Major Sub System includes OFC, IPMPLS, Microwave Radio, Satellite, NMS and Power Supply. Rest will form part of Minor Sub System.
5. The training period is subject to change and changes if any will be intimated in advance.
6. Training Bidder need to depute Experienced trainer (Citizen of India) at the locations identified by ITI to conduct the training Programme. Training Bidder should have all necessary equipment/tools/internet connectivity to conduct online video training in view of current pandemic challenges.
7. If trained resource (Trainer) is not available for any reason, It’s Bidder’s responsibility to get other experienced & capable trainer to get trained at own cost prior to conducting official training.

8. Trainer(s) detailed profile has to be shared prior to each training to end client/ITI LTD containing but not limited to overall experience, skill, education, professional certification & training experience etc.

9. Bidder must ensure that sensitive information learnt thru any means, must not be shared, circulated, printed, used or reused for any other purposes.

10. It is highly advisable for Bidder to have approval of content from ITI Ltd, in case training material does contain sensitive or confidential information. The bidder must get NDA ( Non-Disclosure Agreement ) signed with trainer for not disclosing any of the information learnt (including participant’s details) about the project without prior written approval from ITI Ltd.

11. Bidder must ensure to have relevant contract placed with Trainer for 60 Months regarding availability for conducting official training(s) Bidder should not collect participants’ details, contact details etc… without prior approval from designated or authorized person from end customer organization.

12. Bidder is not supposed to record any part of the session of training without having official permission from end customer.

   a. Session recording, if permitted by End-client, Bidder must setup professional required infrastructure to record in HD+ format (advisable to use 4K Setup). Session should be recorded for all aspects of the training that includes video, audio & presentation part.

   b. Required video editing (title, subject, for related references & to discard unwanted content, session etc…) has to be done by Bidder in context to make relevant future usage by end client.

13. Bidder have no right over any part of the content of the video for any purpose whatsoever. The right over content will be retained solely and exclusively by end client ONLY.

14. After submitting the video in workable & perfect viewable mode, Bidder have to provide written confirmation about deletion of such content forever from own custody to ensure required secrecy and privacy.

15. Presentation, material prepared for training and feedback report are solely to be used for designated end client only & to be discarded on successful completion of the project duration. Separate self-attested undertaking for the same has to be submitted along with final invoice.

16. Bidder have no right to reuse fully or partially any part of content specific to this project anywhere in future for any other purpose, even after expiry of the contract period otherwise it will be strictly considered as violation of the NDA & contract’s conditions.

17. The period of Training may vary and the same will be intimated by the user.
3. DETAILED SCOPE OF WORK

The major tasks to be performed by the Training Bidder under the above scheme are as follows:

Task-1 Depute Experienced Personnel (Citizen of India) for Train the Trainer Program to attend the Pre-Implementation Training by OEMs

a. The Training would be conducted by respective OEMs for the first batch.
b. Objective of this training will be to apprise the trainees about the implementation plans, design of solutions, detailed technical capability, installation practices and integration of systems etc,
c. Schedule dates of the training will be intimated by the ITI.
d. Bidder need to depute sufficient experienced personnel to get training from OEMs for all types of systems and equipment’s proposed to be used in the network.
e. It’s highly preferable to obtain successful training completion certificate for “train the trainer” program provided by OEM to Bidder resources.
f. Full Training Participation certificate is also essential for Trainer to obtain from the respective OEM.
g. The Bidder will impart the second pre implementation training for a group of 50 personnel.

Task -2 Operations and Maintenance Training

a. Bidder will impart training to a group of 50 personnel in each of two batches for major sub-systems and to one batch of 50 personnel for minor sub-systems including test instruments in India.
b. This training will be imparted every six months by conducting eight batches for major sub-system and four batches for minor sub-system.
c. Objective of this training will be to improve capabilities of operations & maintenance team for diagnostics, trouble shooting, equipment features and service provisioning, knowledge of NMS and its utilization, etc.
d. This training will be progressive in nature.
e. Each training package will have a user level component and a maintenance team level component. Schedule dates of the training will be intimated by the user. Duration, topics, syllabi and synopsis of course material, etc. will be mutually decided 30 days before the start of each training session and approved by the user.
f. Provision of test equipment, practice equipment for hands on experience will be on ITI Ltd scope, But study material, teaching aids, etc. will be the responsibility of the bidder.
g. Training material will be provided to all participants of the first training.
h. For subsequent training sessions, only soft copy of training material will be provided for all participants.
i. Bidder must capture all the queries, questions or concerns from all training & has to prepare detailed & meaningful FAQ with clarifications, tips, knowledge base, reference links, and reference material.
j. The FAQ to be submitted to authorized designated person in end client/ITI LTD only. Bidder must not collect any contact details of participants to circulate FAQ/Knowledge base.

Task -3 Special Training During Integration
Special Training During Integration. Bidder will impart training to two batches of approximately 25 personnel each, especially to resolve queries relating to integration issues, service provisioning, NMS and special issues encountered at the time of integration.

Task -4 Refresher Training.

a. During the Warranty Period for all major subsystems of the project, two additional ‘Refresher Training Cadres’ for 25 personnel each will be organized by the Bidder at Delhi or at a place selected by ITI. Objective of this training will be to cover operations & maintenance, diagnostics, trouble shooting, equipment features, service provisioning, NMS and its utilization, etc.

b. Schedule dates of the training for both the batches will be intimated by the ITI. Duration, topics, syllabi and synopsis of course material, etc. will be mutually decided 30 days before the start of each training session and approved by the user.

Task -5 Technical Literature to be supplied for Training Participants

a. Page size of all soft copies of documents will be A5. Documents will be optimized for viewing in latest version of Acrobat Reader with 1” header, footer and margins on left and right side.

b. Detailed technical literature should be user friendly material which is simple to understand including User Handbooks and Technical Manuals will be provided for all equipment and systems installed in the network. Total 300 sets of User Handbooks and Technical Manuals would be provided. The technical literature provided will not be photocopies. Technical literature and documentation will be as per the latest ISO standards. The documents will be in printed form as well as on CDs/DVDs. These will be provided under the following heads: -

   i. Training documents and packages.
   ii. User level documents.
   iii. Technical documents for repair and maintenance and giving comprehensive technical details of the systems.

Task -6 Training Package (T – T+3)

Computer Based Training Packages for operation and user level maintenance for MW Radio, Satellite terminals, Integrated Switch, Test and measuring instruments, NMS and Power equipment should be provided on CDs/DVDs by the Bidder. These should be in multimedia format and include: -

a. Fault dictionaries.
b. Inventory Cards.
c. Quick Reference Manuals

Task -7 Assessment of the workshop through feedback of the participants:

a. The feedback will be taken from each participant through suitable forms for further improvement of the Training.
b. All the feedback forms would be submitted by the Bidder to ITI Ltd along with the report.

Task -8 Submission of Report to ITI Ltd:
a. The Bidder would submit a brief report to ITI Ltd on completion of each Training along with the feedback forms. The report shall contain the list and contact details of the participants, copy of the training materials, assessment report, feedback report etc.

b. The Bidder would also take signature on completion certificate from Unit representative for each training in below mentioned format and submit to ITI Ltd.

c. A final report covering the entire Training Program would be submitted by the Bidder on completion of all training as defined in the scope of work mentioned in the RFP.

---------------------------------------------
Draft Format---------------------------------------------

“TRAINING COMPLETION CERTIFICATE FOR PRE IMPLEMENTATION / O & M / SPECIAL / REFRESHER TRAINING

Date:

Product Name:

Contract No:

It is certified that PRE IMPLEMENTATION/ O & M/ SPECIAL /REFRESHER TRAINING training for .............(No of personnel) for ASCON Phase IV has been conducted from ............. to .............at................., as per Article 31.1(a) of the contract.

Round stamp
Date : SIGNATURE OF UNIT REP”

====================================================================
4. LIST OF KEY POSITIONS/PROFESSIONALS REQUIRED FOR THE ASSIGNMENT.
   a. The Bidder will deploy one consultant in Bengaluru near to ITI office for the day to day coordination and activities outlined in the scope of work. Resource need to depute in Bangalore / Delhi.
   b. The personnel stationed at Bengaluru is expected to play the role of main nodal consultant for carrying out the program activities outlines at detailed scope work

Annexures

1. Pre-implementation Training Syllabus.
2. O&M Training Syllabus.

--------- END OF SECTION-VII ---------
Formats for Documents
PQ_1: Pre-Qualification and Technical Bid Cover Letter

Date: dd/mm/yyyy

To

Subject: <<NAME OF TENDER>>

Reference: Tender No :<No> Dated<DD/MM/YYYY>

Dear Sir/ Madam,

Having examined the Bid Document (and the clarification / corrigendum issued thereafter, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the Bid Document for the <<NAME OF TENDER>>. We attach hereto our responses to Pre-Qualification, Technical-Qualification & Commercial proposals as required by the Bid Document. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to <<TENDER AUTHORITY>>, is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead <<TENDER Authority>> in its shortlisting process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the Bid Document (& subsequent clarification / corrigendum, if any) document and also agree to abide by this tender response for a period of 45 days from the Bid Opening date. We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed the Bid Document.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/corporation/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Signature of Authorized Signatory (with official seal)
Name : 
Designation : 
Address : 
Telephone & Fax : 
E-mail address : 

Bidder Information Format

<<To be printed on prime bidder company’s letterhead and signed by Authorized signatory>>

To whomsoever it may concern,

Bidder Information Format

<table>
<thead>
<tr>
<th>Sr. No.</th>
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<th>Details</th>
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<td>Name of the organization</td>
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<tr>
<td>2</td>
<td>Type of Organization (Pvt. Ltd/ Public Limited)</td>
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<tr>
<td>3</td>
<td>Country of registered Office</td>
<td></td>
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<tr>
<td>4</td>
<td>Address of Registered office</td>
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<tr>
<td>5</td>
<td>Company Registration Details</td>
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<td>7</td>
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<td>9</td>
<td>No of years of operations in India</td>
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<tr>
<td>10</td>
<td>Authorized Signatory Name</td>
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<td></td>
</tr>
<tr>
<td>12</td>
<td>Authorized Signatory Contact Details</td>
<td></td>
</tr>
</tbody>
</table>

Yours Sincerely,

Signature of Authorized Signatory (with official seal)
Name :  
Designation :  
Address :  
Telephone & Fax :  
E-mail address :  

2: Declaration for non-blacklisting

<<To be printed on bidders company’s letterhead and signed by Authorized signatory>>

Date: dd/mm/yyyy

To

Subject: Declaration – No Blacklisting

Sir/Madam,

In response to the Tender Ref. No. ____________________ dated ____________ <<NAME OF TENDER>>, as an owner/ partner/ Director of _____________________, I/ We hereby declare that presently our Company/ firm __________________is not blacklisted or debarred by any Government / PSU on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Signature of Authorized Signatory (with official seal)
Name : 
Designation : 
Address : 
Telephone& Fax : 
E-mail address : 

PQ_6: Affidavit

**Name of work:** <<TENDER NAME>>

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.

2. The undersigned also hereby certifies that neither our firm <<BIDDER NAME>> nor any of its constituent partners have abandoned any work in India nor any contract awarded to us for such works has been rescinded during last five years, from the date of this bid submission.

3. The undersigned hereby authorize(s) and request(s) any bank, person, authorities, government or public limited institutions, firm or corporation to furnish pertinent information deemed necessary and requested by the <<TENDER AUTHORITY>> to verify our statements or our competence and general reputation.

4. The undersigned understands and agreed that further qualifying information may be requested, and agrees to furnish any such information at the request of the <<TENDER AUTHORITY>>.

5. The <<TENDER AUTHORITY>> and its authorized representative are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Affidavit will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by you to verify statements and information provided in the tender or with regard to the resources, experience and competence of the Applicant.

6. My/ our offer shall not be considered in case of fake/ forged document(s) found during verification at any stage or at any stage of contract. I/ We are agreed to whatever action (s) taken by competent authority of corporation in the aforesaid circumstances such as forfeiture of security deposit and debarring from participation in future tenders for the period/ years as deemed fit by the corporation and informing the same to all other state/ central level Government/ semi government organizations.

Signature of Authorized Signatory (with official seal)

Name:
Designation:
Address:
Telephone & Fax:
E-mail address:
No Deviation Certificate

To,

Subject: Self Declaration of No Deviation

Reference: Tender No :<No> Dated<DD/MM/YYYY>

Dear Sir,

This is to certify that our offer is exactly in line with your tender enquiry/RFP (including amendments) no. ______________ dated __________. This is to expressly certify that our offer contains no deviation either Technical (including but not limited to Scope of Work, Business Requirements Specification, Functional Requirements Specification, Hardware Specification and Technical Requirements Specification) or Commercial in either direct or indirect form.

Signature of Authorized Signatory (with official seal)

Name :
Designation :
Address :
Telephone& Fax :
E-mail address :


ITI Limited
Corporate Office
ITI Bhavan
Dooravaninagar
Bengaluru-16

1. In consideration of the CMD, ITI Limited (hereinafter called 'ITI') having agreed to exempt M/s. XXXX having its Registered & Corporate Office at ________________ (hereinafter called 'Partner') from the demand under the terms & conditions towards Empanelment of XXX as Partner for providing ITiS services for the teaming agreement made between ITI Limited and XXXX for the “Selection of Bidder FOR Technical Training services.” (hereinafter called "the said Contract"), of security deposit for the due fulfilment by the said Partner of the terms & conditions contained in the said Contract, on production of the bank guarantee for Selection of Bidder FOR Technical Training services.

2. We, (name of the bank) _________________________ (hereinafter refer to as "the bank") at the request of XXXXX (Partner) do hereby undertake to pay to the ITI an amount not exceeding __________________ against any loss or damage caused to or suffered or would be caused to or suffered by ITI by reason of any breach by the said Partner of any of the terms & conditions contained in the said Contract.

3. We (name of the bank) ____________________ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the ITI by reason of breach by the said Partner of any of the terms & conditions contained in the said Contract or by reason of the Partner’s failure to perform the said Contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of ITI in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs ____________ (Rupees ______________)

4. We undertake to pay to the ITI any money so demanded not withstanding any dispute or disputes raised by the Partner in any suit or proceeding pending before any court or tribunal relating there to our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Partner shall have no claim against us for making such payment.

5. We (name of the bank) _________________________ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the ITI under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till ITI (office/ Department). ITI certifies that the terms & conditions of the said Contract have been fully or properly carried out by the said Partner and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of FIVE YEARS from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

6. We further undertake that on demand from M/s ITI Limited a Demand for extension at least in six (6) months advance, we shall extend the existing PBG on the same Terms & Conditions as in the existing PBG.

7. We (name of the bank) _________________________ further agree with the ITI that the ITI shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder
to vary any of the terms & conditions of the said Contractor to extend time of performance by the said Partner from time to time or to postpone for any time or from time to time any of the powers exercisable by the ITI against the said Partner and to forbear or enforce any of the terms & conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Partner or for any forbearance, act or omission on the part of the ITI or any indulgence by the ITI to the said Partner or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

8. This guarantee shall not be discharged due to the change in the constitution of the Bank or the Partner.

9. We (name of the bank) ____________________ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the ITI in writing.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs __________ (Rupees _________)
2. This Bank Guarantee shall be valid upto / / and
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before / / (date of expiry of guarantee)

Place: ……………………………
Date: …………………………..
(Signature of the Bank Officer)
Rubber stamp of the bank:
Authorized Power of Attorney Number: …………………
Name of the Bank officer: ………………………………...
Designation: ……………………………………………....
Complete Postal address of Bank: ………………………
Telephone Numbers …………………………………
Fax numbers…………………………………………………

(Bank's common seal)
PRE-CONTRACT INTEGRITY PACT

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

EOI No.........

This Integrity Pact is made on ....................day of .....................2021

BETWEEN:

ITI Limited, ..................................................having its Registered & corporate office at ITI Bhavan, Dooravaninagar, Bengaluru – 560016 India, and established under the Ministry of Communications & IT, Government of India (hereinafter called the Principal), which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman & Managing Director, Directors, Officers or any of them specified by the Chairman & Managing Director in this behalf and shall include its successors and assigns) ON THE ONE PART

AND:

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

Preamble

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

In order to achieve these goals, the Principal has appointed an Independent External Monitor (IEM), who will monitor the EOI process and the execution of the contract for compliance with the principles as mentioned herein this agreement.
WHEREAS, to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact the terms and conditions of which shall also be read as integral part and parcel of the EOI Documents and contract between the parties.

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

SECTION 1 – COMMITMENTS OF THE PRINCIPAL

The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

1. No employee of the Principal, personally or through family members, will in connection with the EOI for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.

2. The Principal will, during the EOI process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the EOI process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/ additional information through which the bidder(s) could obtain an advantage in relation to the EOI process or the contract execution.

3. The Principal will exclude from the process all known prejudiced persons. If the principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Act if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

SECTION 2 – COMMITMENTS OF THE BIDDER / CONTRACTOR

2.1 The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the EOI process and during the execution of the contract.

2.2 The bidder(s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the EOI process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever (during the EOI process or during the execution of the contract.

2.3 The bidder(s)/contractor(s) will not enter with other bidders/ contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.4 The bidder(s)/contractor(s) will not commit any offence under IPC/PC Act, further the bidder(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
2.5. The Bidder(s)/Contractor(s) of foreign original shall disclose the name and address of the agents /representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

2.6. The Bidder(s) / Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.7. The Bidder(s)/Contractor(s) will not bring any outside influence and Govt bodies directly or indirectly on the bidding process in furtherance to his bid.

2.8. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

SECTION 3 – DISQUALIFICATION FROM EOI PROCESS & EXCLUSION FROM FUTURE CONTRACTS

3.1. If the Bidder(s)/Contractor(s), during EOI process or before the award of the contract or during execution has committed a transgression in violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify Bidder(s)/Contractor(s) from the EOI process.

3.2. If the Bidder(s)/Contractor(s), has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled exclude including blacklisting for future EOI/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of transgression, the position of the transgressor within the company hierarchy of the Bidder(s)/Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.

3.3. The Bidder(s)/Contractor(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.

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

3.5. The decision of the Principal to the effect that breach of the provisions of this Integrity Pact has been committed by the Bidder@)/ Contractor(s) shall be final and binding on the Bidder(s)/Contractor(s), however the Bidder(s)/Contractor(s) can approach IEM(s) appointed for the purpose of this Pact.

3.6. On occurrence of any sanctions/ disqualifications etc arising out from violation of integrity pact Bidder(s)/ Contractor(s) shall not entitled for any compensation on this account.

3.7. Subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/Contractor(s) could be revoked by the Principal if the Bidder ($) / Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption preventative system in his organization.
SECTION 4 – PREVIOUS TRANSGRESSION

4.1 The Bidder(s)/Contractor(s) declares that no previous transgression occurred in the last 3 years immediately before signing of this Integrity Pact with any other company in any country conforming to the anti-corruption/ transparency International (TI) approach or with any other Public Sector Enterprises/ Undertaking in India of any Government Department in India that could justify his exclusion from the EOI process.

4.2 If the Bidder(s)/Contractor(s) makes incorrect statement on this subject, he can be disqualified from the EOI process or action for his exclusion can be taken as mentioned under Section-3 of the above for transgressions of Section-2 of the above and shall be liable for compensation for damages as per Section- 5 of this Pact.

SECTION 5 – COMPENSATION FOR DAMAGE

5.1 If the Principal has disqualified the Bidder(s)/Contractor(s) from the EOI process prior to the award according to Section 3 the Principal is entitled to forfeit the Earnest Money Deposit/Bid Security/ or demand and recover the damages equitant to Earnest Money Deposit/Bid Security apart from any other legal that may have accrued to the Principal.

5.2 In addition to 5.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to termination of contract due to Contractor default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor or demand and recover liquidate and all damages as per the provisions of the contract agreement against termination.

SECTION 6 – EQUAL TREATEMENT OF ALL BIDDERS/CONTRACTORS

6.1 The Principal will enter into Integrity Pact on all identical terms with all bidders and contractors for identical cases.

6.2 The Bidder(s)/Contractor(s) undertakes to get this Pact signed by its subcontractor(s)/sub-vendor(s)/ associate(s), if any, and to submit the same to the Principal along with the EOI document/contract before signing the contract. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the provisions laid down in the Integrity Pact Agreement by any of its subcontractors/ sub-vendors / associates.

6.3 The Principal will disqualify from the EOI process all bidders who do not sign this Integrity Pact or violate its provisions.

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

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

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

8.1 The Principal appoints competent and credible Independent External Monitor(s) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extend the parties comply with the obligations under this pact.
Details of IEM appointed by IT1 are as under:

Shri Javeed Ahmad

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

8.3 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents Bidder(s)/Contractor(s) with confidentiality.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Bidder(s)/Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.

8.5 The Monitor will submit a written report to the Chairman & Managing Director of the Principal within ............. to ........... weeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.

8.6 If the Monitor has reported to the Chairman & Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director of the principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

8.7 The word 'Monitor' would include both singular and plural

SECTION 9 - FACILITATION OF INVESTIGATION

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

SECTION 10 - LAW AND JURISDICTION

10.1 The Pact is subject to the Law as applicable in Indian Territory. The place of performance and jurisdiction shall the seat of the Principal.
10.2 The actions stipulated in this Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.

SECTION 11 – PACT DURATION

11.1 This Pact begins when both the parties have legally signed it. It expires after 12 months on completion of the warranty/guarantee period of the project/work awarded, to the fullest satisfaction of the Principal.

11.2 If the Bidder(s)/Contractor(s) is unsuccessful, the Pact will automatically become invalid after three months on evidence of failure on the part of the Bidder(s)/Contractor(s).

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

SECTION 12 - OTHER PROVISIONS

12.1 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate office of the Principal at Bengaluru.

12.2 Changes and supplements as well as termination notices need to be made in writing by both the parties. Side agreements have not been made.

12.3 If the Bidder(s)/Contractor(s) or a partnership,

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

12.3 Any disputes/difference arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with interpretation thereof shall not be subject to any Arbitration.

12.4 The action stipulates in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Pact at the place date first done mentioned in the presence of the witnesses:
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<th>For PRINCIPAL</th>
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NON-DISCLOSURE AGREEMENT (NDA)

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

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

AND

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

Both XXX and ITI hereinafter be individually referred to as “Party” and collectively referred to as “Parties”.

WHEREAS:

A. The Parties intend to engage in discussions in order to evaluate entering into a potential business relationship ("Purpose" or “Proposed Transaction”);

B. It is anticipated that each Party may disclose or deliver (such Party, the “Discloser”) to the other Party (such Party, the “Recipient”), certain confidential or proprietary information for the Purpose as set forth above;

C. The Parties intend to safeguard and protect the Confidential Information (defined below) from being disclosed to any third parties or being used for any purpose other than the Purpose as mentioned herein above.

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

1. Definitions

"Confidential Information" shall mean any non-public business, commercial or technical information and data of a Party or that of its clients, including but not limited to information relating to any past, present or future business methods, technical systems, research and development projects, services, clients, liabilities, litigations, know-how and any information in respect of which the Discloser owes an obligation of confidentiality to any third party, whether disclosed in writing, orally, electronically or otherwise, by the Discloser or any other party on behalf of the Discloser. Any documents, copies or abstracts, or any modules, samples, prototypes or parts, which reflect or are generated from the foregoing information or data, will also be deemed as Confidential Information.
“Applicable Law” means all acts, rules, laws, legislations, statutes, orders, regulations, ordinances, decrees, rulings, policies, administrative guidelines, codes, instructions, judgments, court orders, treaties, bye-laws, notifications or any directives of any government or judicial authority in India. Applicable Law includes all amendments to and judicial interpretations of the foregoing.

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

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

2. Manner of Disclosure

2.1 The Recipient acknowledges that the Discloser’s Confidential Information is received under a duty of confidentiality to the Discloser. Recipient shall not disclose, copy, reproduce or distribute the Confidential Information or any part of it or otherwise make it available to any person except as permitted under this Agreement.

2.2 All Confidential Information shall be deemed as the Discloser’s trade secrets, unless otherwise designated by the Discloser as non-trade secret Confidential Information.

2.3 The Recipient shall treat the Discloser’s Confidential Information with the same degree of care as it protects its own Confidential Information and in no case less than a reasonable degree of care. The Recipient shall keep all Confidential Information securely and properly protected against theft, damage, loss and unauthorised disclosure and access (including access by electronic means).

2.4 The Recipient and its Authorised Recipients shall use the Confidential Information solely for the purpose of evaluating and negotiating the Proposed Transaction and not for any other purpose. Under no circumstance shall the Recipient or its Authorised Recipients use any Confidential Information in relation to its own business (other than for the purpose of evaluating and negotiating the Proposed Transaction) or to compete with the Discloser or its Affiliates.

2.5 The Recipient may use or disclose Confidential Information only:

(a) for the purpose of evaluating the Proposed Transaction or as may be necessary for fulfilling its obligations or effectively exercising its rights pursuant to the Proposed Transaction;
(b) to Authorised Recipients, provided that they are bound by the same obligations of confidentiality as the Recipient under this Agreement;
(c) if permitted by the Discloser in writing, prior to the disclosure; or
(d) to the extent required by an order of any court or other governmental authority, but only after the discloser has been so notified and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such order.

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

3. Return of Information

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

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

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

4. Exceptions

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

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

b. is received by the Recipient from a third party free to lawfully disclose such information to Recipient; or is independently developed by the Recipient without the benefit of any of the Confidential Information, as evidenced by written documentation.

5. Refusal

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

6. No License or Obligation

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

7. No Remuneration, Warranty and Liability

7.1 The Parties are not entitled to any remuneration for disclosure of Confidential Information under this Agreement. No warranties of any kind are given and no liability of any kind shall be assumed by the Discloser with respect to such Confidential Information or any use thereof, nor shall the Discloser indemnify the Recipient against or be liable for any claims by the Recipient, Authorised Recipients or any third party with respect to Discloser’s Confidential Information or any use thereof.

7.2 Confidential Information is provided on an “as is” basis. In no event shall the Discloser be liable for the accuracy or completeness of the Confidential Information.

7.3 Any breach of this Agreement by a Party’s Affiliate or Authorised Recipient shall constitute a breach of this Agreement by that Party.

8. Termination

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

Neither Party shall, directly or indirectly, hire or appoint any person who is a director, employee, consultant or individual working under a contract with the other Party; or solicit, encourage or influence or seek to encourage or influence the foregoing persons to leave his/her current employment or to breach the terms of such employment, consultancy or contract, except with the prior consent of the other Party.

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

10. No Public Disclosure

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

11. No Assignment

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

12. Written Form

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

13. Severability

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

14. Arbitration & Applicable Law

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

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

(a) The above clauses on Arbitration shall survive for three (03) years even after the expiry/termination of agreement.

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

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

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DATE AND AT THE PLACE FIRST MENTIONED HEREINABOVE.

For XXX

Name: Designation:

For ITI LTD. Name: Designation: