

Request for Proposal (RFP) For the Selection of Partner for Technology Transfer of Switched Mode Power Supply (SMPS) Manufacturing

15 October 2024

Reference No: ITI/COR/P&T/RFP/SMPS/2024/02

ITI LIMITED Registered & Corporate Office ITI Bhavan, Dooravaninagar <u>Bengaluru – 560 016</u> CIN No: L32202KA1950G0I000640

1. INTRODUCTION

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

More information can be viewed on <u>www.itiltd.in</u> .

ITI has been traditionally manufacturing and supplying Switched Mode Power Supply (SMPS) through its Rae Bareli unit.

ITI is looking for Partner who will enable ITI with Technological details to manufacture SMPS Power Plants as per defined scope in the document and be part of the Make in India Initiatives.

In this regards, proposal is invited **under e-tender mode** from the bidders having proven technological capabilities including necessary certifications for "Switched Mode Power Supply meeting the Generic technical specifications as per Annexure-V" and enable ITI with technological detail to manufacture SMPS power plants as per terms & conditions enumerated below.

S.No.	Activity	Schedule	
i	RFP Issue Date	15-10-2024	
ii	Bidders Query last Date	22-10-2024:17:30 Hrs	
iii	Upload of Reply to Bidder's query	29-10 -2024:15.00 Hrs	
iv	Due Date & Time for Submission of Proposal through Uni Wizard	05-11-2024:17:30 Hrs	
υ	Date & Time of opening of Proposals	06-11-2024:15:00 Hrs	

2. IMPORTANT DATES

3. PURPOSE

ITI intends to manufacture "Switched Mode Power Supply (SMPS) meeting Generic technical specifications as per Annexure-V" to participate & supply against upcoming & future Tenders/RFP/RFP of State/Central Govt. or other Organisations. For Generic Technical Specification please refer to Annexure-V. Technical details are for reference purpose only as technical Elements and Specification will vary as per customer requirements.

The selected Partner, should be willing to provide ITI with technological details for manufacturing and servicing of SMPS Power Plants on exclusive basis to enable ITI as Category-I manufacturer of SMPS system with minimum 50% value addition.

4. SCOPE

- 4.1. The strategic alliance between ITI and the Partner shall be for a period of minimum five years or as per agreed time period from the date of the agreement. The Agreement will be extended further on mutual consent. The Partner shall provide all the assistance in setting up/upgrading the manufacturing facilities at ITI units. The Partner should enable progressive manufacturing by ITI to add value addition in the product.
- 4.2. PARTNER shall be willing to enable ITI to manufacture "Switched Mode Power Supply System", through an Agreement, to enable ITI to design, engineer, integrate, manufacture, Market, Sale & Service, provide maintenance of the product. The PARTNER would take responsibility on behalf of ITI to obtain the required Type Approval Certificate as well as all required BIS Certificate.
- 4.3. The PARTNER should be responsible to provide free software /firmware/patches/ upgrades to ITI for the product as per customer order conditions during the pre-sales and post sales phases of the product to ascertain the compliance of the product with the standards and specifications and to enable ITI operate and maintain the system.
- 4.4. The Agreement on SMPS manufacturing will include the hardware/software design, manufacturing, assembly. inspection, testing, quality assurance methods, troubleshooting, supply, Installation and Commissioning if required, servicing/ maintenance during the warranty/post warranty period, training, documentation, design upgrades, system integration if required etc. as per various customer requirements.
- 4.5. The PARTNER shall ensure compliance, in totality, of his product to applicable Indian Standard specifications or any other standard, as referred in the customer requirement.
- 4.6. The PARTNER at their own cost shall develop prototype and get them type approved for the QA or any other designated agencies by providing samples as required towards the pre-supply qualification for the customer orders.

- 4.7. The PARTNER has to undertake the responsibility of integrating the SMPS with the back end system in coordination with the Electrical and Telecom solution provider.
- 4.8. The PARTNER shall ensure the compliance of the SMPS system as per the Generic technical specifications as per Annexure-V. This is the tentative requirement which may vary as per the specific customer tender requirements.
- 4.9. The PARTNER should meet the eligibility criteria as per clause 5(A). PARTNER shall provide clause-by-clause compliance as per Annexure-II and conform to the requirements, by providing undertaking as per Annexure-III.
- 4.10. The Partner shall provide minimum five (5) numbers of SMPS system for PoC to ITI on returnable basis for Testing/Quality check etc.
- 4.11. After/During successful technology enablement process, the PARTNER shall also support ITI for the Tenders / Purchase orders of Government, PSUs, Defence and Private customers for the products / services.
- 4.12. ITI shall be solely responsible for procuring the materials as per BOM requirement for manufacturing, while the selected PARTNER may support source the materials by open tender at a competitive rate. Partner has to provide the detailed technical specifications, drawings etc. for all the components being sourced from open market. Partner shall also extend the technical support for using the equivalent items compatible to the BOM items.
- 4.13. If ITI is procuring the materials from the selected Partner / sister concern / group concern, then that material cost will be adjusted against dues payable to the partner including payment of royalty.
- 4.14. The PARTNER has to support ITI in setting up the infrastructure for the manufacturing and test set up for the SMPS.
- 4.15. PARTNER must assist ITI in setting up the production lines and give necessary Technical Support including Specification, process diagrams & training to ITI personnel for the smooth and efficient functioning of the SMPS Production. ITI desires that PARTNER shall assist in supply of all the necessary Infra required for Manufacturing & Testing of SMPS except High End SMT facility (available with ITI) & Test Bench (ITI is going to procure).
- 4.16. PARTNER shall provide all the upgrades developed for the offered product (including ITI product based on Technology enablement) during the contract period, without any commercial implication. They should also ensure to develop the upgraded Switched Mode Power Supply System to meet upgraded Technical Specification as per prevailing standard, if any, to overcome any obsolescence.

- 4.17. PARTNER must agree to enable ITI to procure kits of the proposed product at component level as per ITI requirement.
- 4.18. PARTNER shall depute experienced technical personnel as per the requirements to support manufacturing and after that as and when required to resolve the technical issues for Certification or during bulk production.
- 4.19. Technology enablement for manufacturing and servicing of SMPS Power Plants shall be on the Royalty Model.
- 4.20. Technology Transfer process will be completed in the form of Completely Built Unit(CBU), Semi Knock Down (SKD) and Completely Knocked Down(CKD) stages.
- 4.21. Royalty will be applicable only under CKD phase.

5. ELIGIBILITY CONDITIONS FOR PARTNER

Α	Essential Eligibility Criteria for the Applicants				
	Pre-Qualifying Criteria	Compliance Document			
i.	The PARTNER should be a company registered in India having its office in India and incorporated under the Indian Companies Act, 1956/2013 and should be at least five years (from the date of releasing this RFP) old company.	The details of the company and Certificate of Incorporation			
ii.	 PARTNER should be an Original Design Manufacturer (ODM)/ Original Equipment Manufacturer (OEM) of "Switched Mode Power Supply System meeting Generic technical specifications as per Annexure-V". PARTNER should have designed, engineered, integrated, manufactured/ assembled "Switched Mode Power Supply System Generic technical specifications as per Annexure-V" and obtained the required Type Approval Certificate from any NABL/International accredited agencies for this device. 	(i). Relevant documents to the ownership to be submitted (ii). An undertaking of owning IPR (Intellectual Property Right) or Copyright/License for the SMPS system design needs to be submitted.			
iii.	The company should be profitable during last 3 financial years, that is, 2020-21, 2021-22 and 2022-23. PARTNER's Net Worth for the last three years must be positive.	a. Audited account statements for the years specified to be provided.b. The Turnover Certificate and Net worth certificate to be			

		provided.
iv.	PARTNER's should have experience in manufacturing and supply of SMPS systems to Indian or Global entities at least for last 3 years.	c. Documentary evidence (Customer POs and performance certificate along with contact no, email address of the customer) to prove experience to be submitted.
v.	Technology Provider should have the sufficient manpower, Equipment and Manufacturing facilities to meet the requirements of ITI	 A Compliance Statement is needed Technology Provider should provide list of major manufacturing equipment for production of SMPS System.
vi.	PARTNER must confirm that there are no Patent / legal issues that might become hindrance as per scope of RFP at any stage.	Self Undertaking would be required
vii.	PARTNER must meet the Technical Specifications of the offered product given at Annexure-V .	self Undertaking would be required
viii.	The PARTNER should commit to provide any software/hardware upgrade at free of cost required on the designed product to keep it updated and also work on optimizing the design to make it market competitive and meet customer requirements as per the prevailing standards.	5
ix.	Partner shall submit self-declaration(s) that the Partner or any of the promoters/directors/Partner or member not blacklisted/banned/debarred/suspende d by the Central/ any other States/ Union Territories Government/ Quasi- Govt/ Govt. undertaking/Banks/Financial Institution or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade or for any other reasons or bad performance/ delayed delivery / Bank NPA, CDR (Corporate Debt Restructuring), SDR (Special Debt Restructuring), NCLT or for any other	A Self-Declaration of not being under any black list or Barring.

	defaulting reason as on date of opening of this RFP.		
		<i>(i). Relevant documents to the ownership to be submitted</i>	
x.	The IPR or copyright/License/Design of the SMPS to be owned by the PARTNER. The PARTNER should have its own R&D set-up in India.	(ii). An undertaking of owning IPR (Intellectual Property Right) or Copyright/License/Design for the SMPS system design needs to be submitted.	
		iii) Details of R&D infrastructure including technical manpower resources to be submitted	
xi.	PARTNER should meet the specifications for manufacturing of Switched Mode Power Supply as mentioned in aforesaid clauses. PARTNER should have manufacturing setup in India. However, for future orders, PARTNER should also meet the specifications of customer for continuation of collaboration for manufacturing of SMPS at no additional cost.	A Compliance statement is needed.	
	Responsibility of Technology Partner under CKD manufacturing is as below.		
	The PARTNER shall provide the design of the SMPS vide an agreement enabling ITI to manufacture SMPS with following steps.		
	a. SMT assembling using components supplied by suppliersb. Bill of materials list along with technical specifications, part nos. and the OEM details		
xii.	c. THT and manual assembling using component supplied by suppliers	A Compliance Statement is needed	
	 d. Mechanical part assembling using component supplied by suppliers a. BCRA testing 		
	e. PCBA testingf. Plastic injection using materials supplied by suppliers		
	g. SMPS assembly		
	h. SMPS Calibration		
	i. Software flashing		
	j. SMPS Testing		

	k. Debugging of product			
	1. Printing & Sterilization			
	m. Packaging			
	n. QC Lab			
	o. Any other procedure which is required for manufacturing the SMPS.			
	Note: Investment in the Capex items will be based on the business feasibility and customer orders.			
	Orders issued by the Government of India restricting procurement from certain countries which shares a land border with India shall apply to this procurement.	PARTNER or their OEM sharing land border with India, which are not part of restricted countries		
xiii.	Any PARTNER or their OEM, from a country which shares a land border with India shall be eligible to bid in this tender only if they are registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).	shall provide the certificates of registration in this regard from DPIIT. Undertaking format i provided in Annexure –IX.		
	The PARTNER must have capability to produce SMPS in accordance with IS/ NABL Standards catering to different regions along the globe and relevant standards.	A Compliance Statement is needed		
xiv.	The PARTNER has to provide free software /firmware/patches/software upgrades to ITI for the product as per customer order conditions during the pre sales and post sales phases of the product to ascertain the compliance of the product with the standards and specifications.			
xv	Relaxation in prior turnover and prior experience to all Startups (whether MSEs or otherwise) will be provided subject to meeting of quality and technical specifications in accordance with the relevant provisions of GFR 2005. However, there may be circumstances like procurement of items related to public safety, health, critical security operations & equipment etc.	a) Certification/relevant documents to be provided		

	Wherever adequate justification exists, this relaxation need not to be exercised			
В	General Commercial Conditions			
i.	The PARTNER shall enter into an Agreement with ITI to enable ITI for the manufacturing and servicing of the product.			
ii.	The PARTNER shall provide comprehensive support to ITI for the installation, commissioning, warranty and post warranty servicing of the product.			
iii.	The PARTNER shall support ITI in tenders floated for the product, by meeting the technical conditions of the tender.			
iv.	The royalty payment or any other payments towards purchase of any specific items/kits from ToT Partner/sister concern / group concern, shall be made on receipt of payment from the end customer on back to back basis. Request for change in terms will not be entertained at any point of time.			
v.	The details of Technology for the SMPS manufacturing along with Gerber data, PCB layouts, schematic diagrams, component sourcing details including arrangement with the PARTNER suppliers, as applicable, through- hole details, software and mechanical assembly details etc., are to be provided by the PARTNER to ensure smooth manufacturing and delivery of finished product once the agreement is signed.			
vi	Investment in Capex items for CKD process should start only after the receipt of confirmed order from customer. The process of Technology enablement as mentioned in clause 5.A.xi above should be completed within two months after issue of order for the Capex items.			
vii	The BOM/BOQ is to be provided by PARTNER as per the requirement received for new opportunities from time to time			
viii.	The PARTNER shall impart necessary training to ITI Engineers for undertaking manufacturing, testing, calibration, troubleshooting, and installation acceptance testing including Pre- Despatch Inspection for successful commissioning at the premises designated by the customer. The Design/R&D issues however shall remain in the scope of the selected PARTNER only.			
ix.	The Contract Agreement between ITI and PARTNER shall be signed by authorized signatories of ITI and the PARTNER, duly supported by Power of Attorney issued by respective parties in the name of these signatories.			
x	PARTNER should be willing to provide type approved Switched Mode Power Supply equipment as per the requirements of type approving agencies at the time of finalization of new order/contract for ITI free of cost for testing and verification purpose to match the requirement of potential customer if the need arises.			
xi.	The Partner shall sign an agreement to enable ITI for manufacturing of SMPS through its technology and provide full support in planning, manufacturing, implementation, upgrading of manufacturing facilities and rehabilitation of			

	the manufacturing lines so that ITI is fully equipped and capacitated to service the potential customer order. The Technology enablement activity and manufacturing shall start in parallel just after issue of LoI by ITI. Any delay in Technology enablement shall be seen as a default on the part of PARTNER and may be termed as non-seriousness and may prompt ITI to look for next available alternative towards selection of PARTNER.			
xii	All items of the product should have more than one source.			
xiii	In order to safe guard the interest of ITI as substantial investment is proposed for the test jigs, procurement of material etc and to ensure that technology transfer proposed by the Partner works at the optimum level, a binding agreement has to be entered with Technology Partner that in case of failure he should suitably compensate for the investment incurred by ITI.			
С	SPECIAL CONDITIONS			
i.	ITI will be selecting two Technology Partners based on the eligibility conditions as per this RFP and the financial offering (Royalty percentage). Second Technology partner should agree to provide their technology at the L1 percentage.			
ii.	The Technology enablement for manufacturing SMPS shall be exclusive to ITI in India and in SAARC countries for a period of five years from the date of signing of agreement provided the ITI manufactured SMPS keep matching the price competition. However, manufacturing if found non-viable by ITI, it may review its decision.			
iii.	The PARTNER should be doing hand holding in leveraging its resources to streamline the production of SMPS at ITI for the customer tender, as per ITI's need to service its customer.			
iv.	In case any PARTNER 's statement is found false and misleading, the barring process against such defaulting PARTNER shall be initiated by ITI and the next eligible PARTNER shall be selected to go ahead in the process of proving technical compliance and competence to the required SMPS standards and specifications by applying risk and cost to defaulting Partner.			
	As per Govt. procurement policy for Micro and small Enterprises, 2012 (amended 2018 and 2021), Micro and Small Enterprises (MSEs) may be given relaxation in prior turnover and prior experience criteria during tender process, subject to meeting of Quality and Technical Specifications.			
v	MSE vendors who are registered under Ministry of Micro and Small Enterprises, Government of India shall submit all the relevant documents for claim of benefit extended to MSE. Also mention whether the MSE certificate is issued for the relevant area pertaining to the terms of the RFP. The MSE who are authorized dealers/distributors are not eligible for availing the benefits extended to MSME's.			
vi	The ToT Partner should be willing to provide PBG to ITI in order to provide commitment towards any technical issues/fault at later stage of I&C, and product Certifications etcs.			

6. Liquidated Damages

6.1 In case the Technology Partner is also the supplier, then if the Technology Partner fails to complete the delivery of SMPS systems within the time fixed under the contract, any LD imposed by Customer will be passed on to the bidder on a back to back basis.

6.2 The amount of Liquidated damages may be adjusted or set-off against any sum payable to the Technology Partner under this or any other contract with ITI as per set off clause in this RFP.

6.3 The Contract must be completed not later than the time lines specified in the Contract. Extension will not be given except in exceptional circumstances. Should, however, completion of the Contract is delayed with prior concurrence of ITI, the concurrence will not deprive ITI of its right to recover liquidated damage of 0.5% of the value of the Contract for each of first two weeks of delay or part thereof and 1% of the value of the contract for each subsequent week of delay or part thereof to a maximum of 5% of the contract value.

Any LD imposed by the end customer to ITI due to non-performance of the product or non-provision of warranty support, the equivalent LD will be levied on the selected bidder by ITI, except for reasons if only attributable to ITI.

7. Financial Proposal

7.1 Technology enablement for manufacturing **SMPS System** shall be on the Royalty Model. Selection will be based on lowest royalty percentage quoted by the bidders. The Financial Bid format is as below,

RFP REFERENCE NO.		ITI/COR/P&T/RFP/SMPS/2024/02		
Description of the RFP		Request for Proposal (RFP) For the Selection of Partner for Technology Transfer of Switched Mode Power Supply (SMPS) Manufacturing		
FINANCIAL BID				
Name of the organization				
Sl. No	Details	Percentage(%age)		
	Running Royalty on the sales price excluding taxes (Royalty should be in the			

range of 0 % up to 5%)	
2 Percentage Margin payable ITI in case of Completely Bu Unit(CBU) procurement from Technology partner.	lilt

Note: Till the time ITI manufacturing setup gets ready ITI may procure the initial quantity in Completely Built unit (CBU) or Semi Knocked Down (SKD) form.

- 7.2 The values filled at the prescribed place in the Price Bid shall be a numerical value to be considered up to two decimal points for calculation.
- 7.3 Financial Bid duly filled & signed both in PDF and Excel format as per attached bid sheet to be uploaded in ITI Tender Portal.

8. Instructions For Submitting Proposal Towards RFP

- 8.1 The Bidding would be subjected to an On-line / e-Tendering process. prospective Bidders requested The are through to go https://itilimited.ewizard.in/ to understand the entire e-Tendering Process and follow the Registration and Bidding Process on https://itilimited.ewizard.in/ as defined in the document. In case of any clarifications on e-tender portal, bidders may contact the portal helpdesk of https://itilimited.ewizard.in/
- 8.2 The Technical Bid and financial bid shall be uploaded in e-procurement site of ITI Limited (https://itilimited.ewizard.in/). For submission of online bid and procedure to be followed, visit https://itilimited.ewizard.in/.
- 8.3 ITI's Tender document can be downloaded from ITI web site www.itiltd.in or CPP portal www.eprocure.gov.in. For uploading the bid proposal, all bidders have to register in our eProcurement portal (https://itilimited.ewizard.in/). When submitting the bid please state the tender ID.
- 8.4 Any clarifications regarding the tender can be obtained from GM-Products and Technology, ITI Bhavan, ITI Limited, Corporate Office, Dooravaninagar, Bengaluru– 560016 email: pp_crp@itiltd.co.in, girishsuri_crp@itiltd.co, santoshsinha_crp@itiltd.co.in Mob: 9225653254 / 9463167237
- 8.5 Technical bids will be opened at 03.00 PM on 06-11-2024.
- 8.6 All the bids will be scrutinized for turnover, experience and compliance to the RFP terms & conditions.
- 8.7 Financial Bid of Technically Qualified Partners will be opening after technical evaluation.

- 8.8 Bid offered should be valid for a period of 180 Days from the date of opening of RFP response.
- 8.9 Conditional offers are liable for rejection.
- 8.10 The Bidders should give Clause by clause compliance (as per Annexure III) of RFP with references to supporting documents; otherwise the offers are liable for rejection.
- 8.11 The bidder to indemnify ITI LTD from any claims / penalties / statuary charges, liquidated damages, with legal expenses etc as charged by the customer.
- 8.12 In the event that ITI LTD is required to provide demonstration or working of the product to their buyers, the same shall be arranged by the bidder at latter's cost and expenditure.
- 8.13 ITI LTD reserves the right to suspend or cancel the RFP process at any stage, to accept, or reject any, or all offers at any stage of the process and / or to modify the process, or any part thereof, at any time without assigning any reason, without any obligation or liability whatsoever.
- 8.14 Bidders, whose Purchase Order(s) for any Project of ITI LTD was/were cancelled on risk & cost basis for nonperformance or non-submission of performance guarantee in last 2 years, are not eligible to participate in this tender.
- 8.15 Cost of RFP: The bidder shall bear all costs associated with the preparation and submission of his offer against this RFP, including cost of presentation for the purposes of clarification of the offer, if so desired by ITI LTD. ITI LTD will, in no case be responsible or liable for those costs, regardless of the conduct or outcome of the RFP process.
- 8.16 Amendment of RFP: At any time prior to the last date for receipt of offers, ITI LTD, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by an amendment. In order to provide prospective bidder reasonable time in which to take the amendment into account in preparing their offers, ITI LTD may, at their discretion, extend the last date for the receipt of offers and/or make other changes in the requirements set out in the Invitation for RFP.
- 8.17 ITI LTD will not consider any or all of the bids if they are not meeting RFP requirements.
- 8.18 ITI LTD may at its discretion reject any offers received for selection without assigning any reasons.

9. Other Terms and conditions:

9.1 Confidentiality

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

9.2 Transparency

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

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

- 9.3 **Indemnity:** Bidder to indemnify ITI LTD from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer. LD/ Penalties incurred on account of delay in supply, product failure during warranty if any and deficiency in Warranty and AMC services shall be borne by the bidder.
- 9.4 **INTELLECTUAL PROPERTY:** Each Party will retain its right, title and interest in its respective trademarks, service marks and trade names as well as rights in respect of any patent, copyright, trade secrets or other intellectual property used during the performance of this Agreement. Both Parties recognize that except as otherwise expressly provided herein or agreed between the Parties, they shall have no right, title, interest or claim over the others' intellectual property.

9.5 RISK PURCHASE.

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

9.6 **Arbitration**:

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

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

- 9.6.2 The award of the arbitrator shall be binding upon the parties to the dispute.
- 9.6.3 Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to arbitration proceedings under this clause. The cost of arbitration shall be borne equally by both the parties.
- 9.6.4 Work under the contract shall be continued during the arbitration proceedings.
- 9.6.5 Failure to comply with any of the above conditions can result in termination of the contract, forfeiture of the security deposit, penalty as may be decided by ITI LTD and future blacklisting of the bidder.
- 9.6.6 The arbitration location will be at Bengaluru
- 9.7 **Set Off:** Any Sum of money due and payable to the bidder under this customer PO may be appropriated by the ITI LTD or any other person contracting through the ITI LTD and set off the same against any claim of the ITI LTD for payment of a sum of money arising out of this RFP or under any other RFP/contract made by the bidder with the customer.
- 9.8 The interested bidder may like to discuss the customer tender related information, RFP Bidding Conditions, Bidding Process and clarifications, if any with the General Manager Products & Technology
- 9.9 **Language of offers:** The offers prepared by the Company and all the correspondences and documents relating to the offers exchanged by the companies shall be written in English language.
- 9.10 Liquidated Damage (LD) may be included, i.e if any imposed on ITI for the reasons related to the bidder consortium shall be carry forwarded to bidder consortium
- 9.11 In the event that ITI LTD is required to provide demonstration or working of the product to their buyers, the same shall be arranged by the bidder at latter's cost and expenditure.

9.12 **TERMINATION FOR DEFAULT:**

Any of the following events shall constitute an event of default by the bidder entitling the Competent Authority to terminate the contract.

• If the bidder fails to perform any obligation(s) under the Contract

• If bidder, does not remedy his failure within a period of 30 days (or such longer period as the ITI LTD may authorize in writing) after receipt of the default notice from the ITI LTD

• If selected bidder fails to fulfill its part of the work to the satisfaction of ITI LTD, then ITI LTD shall have the right to terminate the contract.

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

9.13 FORCE MAJEURE:

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lockouts or act of God(Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by the either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this and contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the ITI LTD as to whether the deliveries have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at its option terminate the contract.

9.14 TERMINATION FOR INSOLVENCY:

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

- **9.15 ITI's Right to accept any bid and to reject any or All Bids or to cancel the RFP:** ITI LTD reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of ITI's action.
- 9.16 **Disclaimer:** ITI LTD and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of ITI LTD and/or any of its officers, employees.

Annexure-I

PARTNER s Profile

1	Name and address of t	the
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	company			
2	Contact Details of the			
	PARTNER (Contact person			
	name with designation,			
	Telephone Number, FAX, E-			
	mail and Web site)			
3	Area of business			
4	Annual Turnover for 3	2020-21	2021-22	2022-23
	financial years			
	(₹ in Cr)			
5	Date of Incorporation			
6	GST Registration number			
7	PAN Number			
8	CIN Number, if applicable			
9	Number of technical			
	manpower in company's rolls			
10	Number of R&D engineers			

Annexure-II

Section Details		Clause Numbers	Compliance (YES/NO)	Documentary Reference, If any
Т	echnical BID			
4	Scope	4.1-4.21		
5A	Eligibility conditions for Partner	5.A.i-5.A.xv		
5B	General Commercial Conditions	5.B.i-5.B.xiii		
5C	Special Conditions	5.C.i-5.C.vi		
6	Liquidated Damages	6.1-6.3		
7	Financial Proposal	7.1-7.3		

Compliance Statement

Undertakings (To be in PARTNER's Letter Head)

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

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

Signature: Name: Designation of Authorized Signatory:

Annexure-IV

PRE-CONTRACT INTEGRITY PACT

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

RFP No.....

This Integrity Pact is made onday of 2024

BETWEEN:

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

M/sChief 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 enter into an MOU of Partnering business opportunities of common interest and able to generate synergies in execution of such business 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 RFP 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 RFP 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 WITHNESSETH 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:

- a. No employee of the Principal, personally or through family members, will in connection with the RFP for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.
- b. The Principal will, during the RFP process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the RFP process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/ additional information through which the bidder(s) could obtain an advantage in relation to the RFP process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons. If the principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Actor if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

SECTION 2 – COMMITMENTS OF THE BIDDER / CONTRACTOR

- 2.1 The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the RFP process and during the execution of the contract.
- a. The bidder(s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the RFP process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever (during the RFP process or during the execution of the contract.
- b. The bidder(s)/contractor(s) will not enter with other bidders/ contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c. The bidder(s)/contractor(s) will not commit any offence under IPC/PC Act, further the bidder(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign 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.
- e. The Bidder(s) f Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. The Bidder(s)/Contractor(s) will not bring any outside influence and Govt bodies directly or indirectly on the bidding process in furtherance to his bid.
- g. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

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

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

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

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

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

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

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

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

SECTION 4 – PREVIOUS TRANSGRESSION

- 4.1 The Bidder(s)/ Contractor(s) declares that no previous transgression occurred in the last 3 years immediately before signing of this Integrity Pact with any other company in any country conforming to the anti-corruption/ transparency International (TI) approach or with any other Public Sector Enterprises/ Undertaking in India of any Government Department in India that could justify his exclusion from the RFP process.
- 4.2 If the Bidder(s)/ Contractor(s) makes incorrect statement on this subject, he can be disqualified from the RFP process or action for his exclusion can be taken as mentioned under Section-3 of the above for transgressions of Section-2 of the above and shall be liable for compensation for damages as per Section- 5 of this Pact.

SECTION 5 – COMPENSATION FOR DAMAGE

- 5.1 If the Principal has disqualified the Bidder(s)/Contractor(s) from the RFP process prior to the award according to Section 3 the Principal is entitled to forfeit the Earnest Money Deposit/Bid Security/ or demand and recover the damages equitant to Earnest Money Deposit/Bid Security apart from any other legal that may have accrued to the Principal.
- 5.2 In addition to 5.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to termination of Contract due to Contractor default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor or demand and recover liquidate and all damages as per the provisions of the contract agreement against termination.

SECTION 6 – EQUAL 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-empaneled Partner(s)/ associate(s), if spy,
- and to submit the same to the Principal along with the RFP document/contract before signing the contract. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the provisions laid down in the Integrity Pact Agreement by any of its subcontractors/ sub-empaneled Partners / associates.
- 6.3 The Principal will disqualify from the RFP process all bidders who do not sign this Integrity Pact or violate its provisions.

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

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

SECTION 8 - INDEPENDENT EXTERNAL MONITOR(S)

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

Details of IEM appointed by ITI are as under:

Shri Atul Jindal, IFS (Retd.) 3/10 Vishesh Khand Opp. Little Friend School Gomti Nagar, Lucknow-226010(UP)

- 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.
- 8.6 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.
 - 1.2 The actions stipulated in this Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.

SECTION 11 – PACT DURATION

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

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

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

SECTION 12 - OTHER PROVISIONS

- 12.1 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate office of the Principal at Bengaluru.
- 12.2 Changes and supplements as well as termination notices need to be made in writing by both the parties. Side agreements have not been made.
- 12.3 If the Bidder(s)/Contractor(s) or a Partnership, the pact must be signed by all consortium members and Partners.
- 12.4 Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 12.3 Any disputes/ difference arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with interpretation thereof shall not be subject to any Arbitration.
- 12.4 The action stipulates in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Pact at the place date first done mentioned in the presence of the witnesses:

For PRINCIPAL BIDDER(S)/CONTRACTOR(S)

For

.....

Name Designation Designation Name

Witness

 1.
 1.

 2.
 2.

 2.
 2.

Tentative Technical specification

1. SMPS based 48V 50A or 100A Module

- SMPS Module is intended to be used in Auto Float Rectifier-cum Float-Charger (FR-FC) and/or Float Rectifier cum Boost Charger (FR-BC) mode as a regulated DC Power Source.
- Power plant should work on Single phase or 3 Phase & Power Plant to work as Float Rectifier-cum-charger (FR-FC) Mode or Float Rectifiercum charger-Boost Charger (FR-FC-BC) Mode.
 Output Voltage : Boost Charging Voltage-56V to 64.8V
 - 1.1 Technical Specifications of SMPS based 48V 50A/48V100Amp Module:-
 - Input Voltage: 90-300VAC, 1 phase 50Hz.(48-52 Hz)
 - Output Voltage: 48VDC Regulated Nominal (Adjustable 44VDC 56VDC) Boost Charging Voltage-56V to 64.8V
 - Output Current:
 a. <u>For 48V 50A Module</u>: 50A Nominal (60A Maximum)
 - b. For 48V 100A Module: 100A Nominal (120A Maximum)
 - Maximum Output Power:
 - a. For 48V 50A Module: 3 kW at 230 VAC
 - b. For 48V 100A Module: 6kW at 230VAC
 - Load Regulation: +-1%
 - Current limiting:
 - a. The current limiting shall be provided for Float Charge operation. The Float/Charge current limiting shall be continuously adjustable between 50 to 100% of rated output current for output voltage range of -44.4V to -56 volts. For test purposes upper limit of 100% +5% and lower limit of 50% 5% shall be acceptable.
 - b. The float and charge current limit adjustment shall be provided on the front panel of the rectifier module.
 - Short Circuit Protection to be provided
 - Soft Start Feature required. The maximum instantaneous current during start up shall not exceed the peak value of the rectifier input current at full load at the lowest input volta**ge.**
 - Efficiency: Better than 85% (better than 90% for 3 phase input) at Nominal Input, Output & Full rated load
 - Power Factor:
 - a.) At nominal Input/Output & load 75% to 100%, the Power Factor should be between 0.95 lag & 0.98 lead
 - b.) For other than specified Input/Output conditions & load between 25% to 100%, the Power Factor should be between 0.90 lag & 0.90 lead
 - Total Voltage Harmonic Distortion: Not more than 10%
 - Total Current Harmonic Distortion: Not more than 10%
 - Temperature Range: 0°C to 55°C
 - Input voltage protection to be provided

- Output Overvoltage Protection: Max. 57V
- AC Under/Over Voltage Protection
- Over Load/Short Circuit Protection
- Output Current Protection: Max. 65A (120Amp for 100 amp module)
- Insulation Resistance: The insulation resistance of a fully wired FR-FC and FR-BC Modules when tested with a 500V DC Megger shall be as given below:
 - a) AC input and Earth Greater than 2 Mega Ohm
 - b) DC Output and Earth Greater than 1 Mega Ohm
 - c) AC input and DC output Greater than 5 Mega Ohm.
- High Voltage Withstand: With EMI/RFI Capacitors and MOVs/ Transzorbs removed from the circuit, and a test voltage of 1500V/50Hz is applied for one minute.
 - a. between earth and interconnected output terminals
 - b. between input and output terminals
 - No breakdown or abnormal temperature rise shall occur.
- Electrical Noise: The rectifier (FR-FC) modules shall be provided with suitable filter on the output side.
 - a. A resistor shall be provided to discharge the capacitors after the rectifier modules have stopped operation and the output is isolated.
 - b. The Psophometric Noise (e.m.f weighted at 800 Hz) with a battery of appropriate capacity connected across the output should be within 2mV while delivering the full rated load at nominal input. For test purposes, this shall be taken as equivalent to 4mV when the battery is not connected.
- Peak to Peak Ripple: Voltage at the output of the rectifier module on full load without battery connected shall not exceed 300mV at the Switching Frequency measured by an Oscilloscope of 50/60 MHz band-width (typical).
- Parallel Operation:
 - a. FR-FC modules shall be suitable for operating in parallel with one or more modules of similar type, make and rating, other output conditions remaining within specified limits.
 - b. The current sharing shall be within +-10% of the average current per rectifier module and within individual capacity of each rectifier module in the system (mounted in the same or different racks) when loaded between 50 to 100% of its rated capacity for all other working conditions.
 - c.Each rectifier module shall be fitted with an internal over-voltage protection circuit. In case output DC voltage exceeds -57V the over voltage protection circuit shall operate & shut off the faulty module. A tolerance of \Box 0.25V is permitted in this case. Restoration of the module shall be through a reset switch/push button.
 - d. Shutting-off of faulty FR-FC module shall not affect the operation of other FR-FCs operating in the rack.
 - e.Operation of over-voltage shut down shall be suitably indicated on the module and also extended to monitoring/control unit.
 - f. The circuit design shall ensure protection against the discharge of the battery through the FR-FC module in any case.
- Alarms and Indicating Lamps:
- a. Visual indications/display such as LEDs, LCDs or a combination of both shall be provided on each FR-FC module to indicate.

- b. Functional Indications:
 - 1. Mains available
 - 2. FR-FC on Auto Float
 - 3. FR-FC on Auto Charge
- c. Alarm Indications:
 - 1. AC/DC Rectifier module Over Voltage, Under voltage or Output Fail
 - 2. FR-FC Over Load
 - 3. Fan fail (due to any reason)

Functional indications shall be extended as status and alarm indications as "FR-FC" Fail to Distribution-Switching-Control and Alarm Arrangement.

Module Replacement Time & MTBF:

- 1. Module Replacement Time. The mean time to replace a faulty rectifier module shall be less than 20 minutes.
- 2. The MTBF of the system shall not be less than 70,000 hours. Calculation details of MTBF shall be furnished by the manufacturer at the time of Type Approval. Based on the MTBF figures, 3 Years Maintenance Spare shall be specified by manufacturers during Type Approval.
- 3. The fans provided shall have MTBF better than 70,000 hours at $40\Box$ C.
- 4. In case of fan failure, the module shall have automatic protection to switch off with extension of suitable alarm. It shall not cause any fire hazard.

- Termination:

- 1. The AC Input Connection to the rectifier module shall be by means of Pluggable Connectors. These Connectors shall be made of complete non-ferrous metal parts. Housing material if any shall be of inflammable material.
- 2. The male connectors shall preferably be mounted in the FR-FC Module and female connectors be terminated to the cable.
- 3. The DC Output Connection from the rectifier module for smaller rating (up to 25 Amps) shall be by means of Pluggable Connectors. These Connectors shall be made of complete non-ferrous metal parts. Housing material if any shall be of inflammable material.
- 4. For higher rating suitable termination lugs shall be provided.
- 5. The male connectors shall preferably be mounted in the FR-FC Module and female connectors shall be preferably terminated to the cable.
- 6. The output of each rectifier in the negative lead shall be taken through the full rated Fuse/MCB in the Distribution-Switching-Control-Alarm Arrangement (DSCA) or in the FR-FC Module.

2. SYSTEM AND RACK CONFIGURATION

Scope: This section deals with the mechanical and electrical requirements of the rack.

2.1 Rack Configuration: Rack shall be capable of accommodating the following equipment/units as given below:

a) Float Rectifier – cum – Float Charger (FR-FC) Modules or Float

Rectifier – cum – Boost Charger FR-BC Modules.

- b) Distribution-Switching-Control-Alarm Arrangement (DSCA)..
- 2.2 Constructional features of Rack:
 - The rack accommodates FR-FC or FR-BC Modules, employing a modular configuration for flexibility in meeting future DC power load requirements. It features a rigid anti-corrosive steel framework (IS: 226) with suitable ventilation on the sides. The front and rear doors, if present, may be hinged or removable. The rear door includes proper ventilation with openings less than 3 mm for protection against entry of lizards, conforming to IP 31 protection. The FR-FC or FR-BC Module has ventilation openings in line with IP 20 Protection Enclosures.
 - The rack undergoes Zinc Chromate Primer and Electrostatic Epoxy Powder Coating Paint finishing, with passivation in a seven-stage process. Small metal parts are either galvanized or chrome plated, while all other metal components are plated for corrosion protection.
 - The rack's structural strength can withstand the mechanical load for the Ultimate Expandable Capacity of the Power Plant without deformity. Its depth is limited to 600mm, and height is capped at 2200mm.
 - The rack ensures a uniform floor loading of \leq 975 kg/Sq.mt. Lifting facilities are provided by a removable eyebolt at the top, and arrangements for floor fixing are included.
 - The top is fully covered with proper ventilation and entries for bus bars or cables. Each airflow vent is grilled to prevent objects larger than 5mm from entering.
 - With doors in position, visual alarms and meters are clearly visible.
 - Rack dimensions are max 2200mm (height), 600mm (depth), and 600mm (width).
 - Mounting allows access from front, rear, and top. FR-FC & FR-BC Modules, provided as needed. Distribution-Switching-Control-Alarm Arrangement supports the Ultimate Expandable Capacity. Pre-wired AC, DC, and control/alarm cabling enable seamless module plugging.
 - Modules easily mount/remove with associated connections disconnected/installed without disruption. Thermal engineering ensures uninterrupted use, with natural convection cooling. For 50A modules, fans are permitted with dust protection, manual switch, and automatic shutdown during AC failure. Individual module separation may enhance convection without fire hazards.
 - External AC power cables connect at the rack's top/bottom and alarm cables at top of the rack. Bushings protect cables passing through metal panels. Bus-bars, if used, are spaced and insulated to prevent short circuits.

2.3 Electrical Requirements:

AC input supply:

- FR-FC or FR-BC modules of 50A/100A capacity modules may operate from single-phase or 3-phase 4-wire AC input.

- Nominal frequency: 50Hz (48-52Hz variation).

- Input voltage range:

a) Single Phase (nominal 230V):

(i) For Power Plant to be used at stations having poor power supply regulation: 90V AC to 300V AC.

(ii) For Power Plant to be used at stations having reasonable power supply regulation: 165V AC to 260V AC.

b)Three Phase/4 Wire 400V+10%/ - 15% (Nominal 400V)

3 DISTRIBUTION/SWITCHING/CONTROL AND ALARM

ARANGEMENT(DSCA)

Power Plant racks shall be provided with a Distribution-Switching-Control-Alarm Arrangement (DSCA) for the Ultimate Expandable Capacity as required.

3.1 The unit shall comprise of the following:

- a) Termination for the batteries
- b) Termination for the load
- c) Interconnecting arrangement for power equipment
- d) Battery Switching Arrangement (Connection to/isolation from system)
- e) Termination for AC input to the rack
- f) Termination for AC and DC to FR-FC modules
- g) Circuit Breakers/fuses etc.

3.2 Dimensions:

- The Distribution/Switching Sub-System is preferably modular, while the Control/Alarm & Monitoring Sub-System must be modular. These sub-systems may be rack-mounted together or separately. Ideally, they sit in the upper part of the rack above FR-FC modules.
- The DSCA covers the ultimate SMPS Power Plant capacity, with prewired AC, DC, and control/alarm cabling. Accessibility is ensured from the front, rear, or top.

3.3 AC Terminations:

AC termination must be touch-proof with marked terminals (R, Y, B, N for three-phase, L and N for single phase). Modular and made of non-ferrous metal, the termination is insulating (Polyamide 6.6, V0/V2 inflammability class as per UL94).

- Screening shall be provided between AC & DC components to prevent accident.

- All the connections between DSCA and FR-FC shall be through properly rated cables only.
- Fuses and Circuit Breakers for each FR-FC shall be easily accessible and properly rated.
- Proper terminations for AC at the input of the circuit breakers and its output to the FR-FC.

3.4 DC Terminations:

- Connection between FR-FC and DC Distribution shall be through a properly rated lugged Cable/Buster. Wherever cables are used, the same shall be terminated through the appropriately screw locking type Terminal Blocks. These Terminal Blocks shall be made of complete non-ferrous metal parts. Housing material if any shall be of insulating material with dielectric strength not less than 4 KV and of V0/V2 inflammability class as per UL94.
- DC output to the battery and load is through cables. Interconnections and terminations are made for load, battery, and FR-FC with alarms for battery isolation.
- The proper rated fuses/circuit breakers shall be provided on the -ve DC lead from the FR-FC.
- All the AC, DC and control/alarm cabling shall be supplied with the rack.
- All DC + ve and –ve loads shall be clearly marked.
- All conductors shall be properly rated to prevent excessive heating.

3.5 Alarms-

- Visual indications include functional and alarm indications with LEDs or LCDs. Alarms have suitable delays, within tolerance limits. Audio alarms with audio cut-off facility accompany each condition, and two nos. of potential free contacts(one for alarm and one redundant) are provided for centralized display extension.
- Functional Indications:
 - a) Mains Available (not mandatory if provided at module level)
 - b) FR-FC in Float Mode
 - c) FR-FC in Charge Mode
- Alarm Indications:
 - a) Load Voltage High (above 57V)/Low (below 44.4V)
 - b) FR-FC Fail (Any failure condition as per clause 4.13.
 - c) Mains Out of Range
 - d) System Over Load
 - e) Mains 'ON'/Battery Discharge
 - f) Fan Fail (in case fan provided at rack level)
 - g) Temperature Compensation Fail
 - h) Battery Fail/Isolated

- All the protections/alarms shall be within tolerance of 0.25V in case of DC voltage and 1% in case of current. For AC voltage it shall be 5V.
- Two numbers of potential free contacts for connecting to network monitoring system for monitoring DC output fail, DC output over voltage, DC output under voltage and mains fail shall be provided. Alternatively, the Power Plant shall have provision for RS-232 or RS-485 or SNMP over TC/IP connectivity compatible for remote control monitoring of the above system parameters depending upon the user's requirements.
- Battery monitoring includes under-voltage isolation, health monitoring, current limiting, temperature compensation, and reverse polarity protection. High-quality DC contactors are used for battery disconnection.
- Meters shall monitor AC voltage, DC current, and voltage, with specified accuracy($\Box 1.5\%$) for analogue and digital readings. The meters will indicate system voltage and current.

Note: Above is only the tentative technical specifications. Any further addition of the Equipment/Features will be added through Addendum/Amendments to the ToT Agreement with mutual consent between ITI and the selected Technology Partner.

DECLARATION OF RELATION IN ITI

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

To,

ITI Limited, ITI Bhawan, Doorvani Nagar, Bangalore: 560016

Dear Sir,

Sub: Declaration for relation in ITI

Subject: RFP -_

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

Tick (\sqrt{}) any one as applicable:

1.

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

OR

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

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

Note:

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

BID FORM

NIT No. _____

Dated:

To GM P&T ITI Limited, (Registered & Corporate Office) ITI Bhavan, Doorvaninagar, Bengaluru

- 560 016.

Dear Sir/Madam,

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

Dated thisday of2021 Name and Signature ------In the capacity of ------Duly authorised to sign the bid for and on behalf of: Witness: Address: Signature

NON-DISCLOSURE AGREEMENT

By and between

ITI LIMITED (A Government of India Enterprise) Doorvaninagar, Bangalore-560016, India

(hereinafter "ITI")

On the One Hand

And

(hereinafter "XXXX ")

On the Other Hand

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

ARTICLE 1. DEFINITIONS

"Agreement" means this Non-Disclosure Agreement.

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

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

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

ARTICLE 2. PURPOSE OF AGREEMENT

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

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

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

ARTICLE 3. IDENTIFICATION OF INFORMATION

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

ARTICLE 4. CONFIDENTIAL INFORMATION RIGHTS AND OBLIGATIONS

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

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

(c) Confidential Information that is disclosed pursuant to this Agreement shall not be used other than for the purposes submitted, or disclosed to any

third party, unless authorized in writing by the disclosing Party.

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

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

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

ARTICLE 5. AGREEMENT AND CONFIDENTIALITY TERMS

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

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

Notwithstanding the above, the provisions of this Agreement, as they relate to Proprietary Information, shall remain in full force indefinitely unless expressly agreed otherwise in writing by the parties. Furthermore, the receiving party agrees to promptly return or destroy, as instructed by the disclosing party, any Proprietary Information received from the disclosing party, together with all copies thereof, upon request by the disclosing party, termination of the Agreement or expiry or termination of the Purpose, whichever is earlier.

ARTICLE 6. PROTECTION LIMITATIONS

It is acknowledged by the Parties, that when any portion of such Confidential Information falls within any of the following provisions, such portion of such Confidential Information is released from the protection provided under this Agreement from the date such provision becomes effective: (a) Information which is or becomes part of the public domain without breach of this Agreement;

(b) Information which is subsequently received from a third party who did not obtain, or disclose such information in violation of any rights of the Disclosing Party;

(c) Information which is already known to a Party, which is substantiated by reasonable evidence;

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

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

ARTICLE 7. CONTACT

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

ITI

LIMITED

XXXXX Phone:

Fax:

Email ID : <u>pp_crp@itiltd.co.in</u>, girishsuri_crp@itiltd.co.in, santoshsinha_crp@itiltd.co.in

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

ARTICLE 8. JUDICIAL ORDER

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

disclosure order.

ARTICLE 9. TERMINATION PROVISIONS

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

(a) Within thirty (30) days after the termination of this Agreement under Article 5;

(b) At the request of a Party upon completion of the purpose(s) for which it was submitted;

(c) Upon the determination by a Party that received the information that it no longer desires to possess such Confidential Information; or

(d) Upon breach of any of the obligations of this Agreement, wherein such Confidential Information, and all copies thereof, shall be returned to the Party that owns or controls the Information within thirty (30) days of written demand by such Party.

ARTICLE 10. SUCCESSORS

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

ARTICLE 11. ASSIGNMENT

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

ARTICLE 12. GENERAL PROVISIONS

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

In the event of breach of the terms of this Agreement, the failure of a Party to

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

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

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

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

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

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

ARTICLE 13. AGREEMENT LANGUAGE

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

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

ITI Limited

XXXXX

By _____ (Typed Name)

By _____ (Typed Name) (Title)

(Title)

(Signature)

(Signature)

(Date Signed)

(Date Signed)

In the presence of

Witness

1.) Signature

Name

Address

2.) Signature

Name

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

(To be submitted on Applicant's Letter Head)

To,

Dear Sir,

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

procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

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

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

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

*Bidder to strike-off, if not applicable.

Date:_

Seal of Organization&

<u>Place:</u> Signatureof Authorized Applicant

Bid Security Declaration

Dated:

To The ITI LIMITED Corporate (PP) Unit Bengaluru 560016

Sir,

Subject: **RFP No: ITI/COR/P&T/RFP/SMPS/2024 /01** dt: DD.MM.2024 for The selection OF "TECHNOLOGY PARTNER [TP]" for manufacturing and supply of Laptop.

We, the undersigned, declare that:

1. I/We understand that, according to the general conditions of RFPs, offers must be secured with a bid security or to be supported with a Bid-Security Declaration.

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

(a). I/We undertake to stand to all our statements and declarations towards this RFP as agreed upon by us.

(b). I/we will not alter or change any of the conditions during the validity and after our selection as successful Technology Partner and award of this RFP.

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

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

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

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

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

[Insert complete name of ITP]

Dated on _____day of _____[insert date of signing] Corporate Seal (where appropriate)

10. DOCUMENTS / INFORMATION TO BE UPLOADED

	Check list of documents/information to be submitted
i.	The profile of the PARTNER as per Annexure-I and Certificate of Incorporation of the PARTNER company.
ii.	Memorandum & Articles of Association
iii.	Audited financial statements for past three years (2020-21,2021- 22,2022-23)
iv.	Auditors Net worth certificate & Turnover certificate signed by the company's Auditors/ CA for last 3 financial years.
v	Experience/ Work Completion Certificate of the Product/Solution from the customer signed by the competent authority of the client entity along with the supporting documents such as Work order/Purchase order with the name of contact person, postal address, email id and telephone numbers
vi.	List of other ToT Partners for SMPS System.
vii.	Details of possession of Quality certifications
viii.	Clause-by-Clause compliance of RFP terms and all corrigendum with supporting documents as per Annexure-II .
ix.	Valid Power of Attorney along with resolution of Board for authorizing the person signing the bid for this RFP.
x.	Undertaking by the PARTNER shall be submitted as per Annexure-III.
xi.	A documentary proof of owning IPR (Intellectual Property Right) or Copyright/License for the design to be submitted.
xii.	An undertaking to have understood and ready to sign a contract agreement by the appropriate authority immediately after being selected.
xiii.	A Pre-Contract Integrity Pact as per the format given in Annexure-IV .
xiv.	Technical literature/Brochures of the offered Technology.
xv.	Compliance on Generic technical specification Annexure-V
Xvi	Declaration Of Relation In ITI ANNEXURE-VI
xvii	Bid Form Annexure-VII
xviii	Confidentiality And Non-Disclosure Agreement Annexure-VIII
xix	Declaration regarding "Restrictions on procurement from a Bidder of a country which shares a land border with India ANNEXURE-IX

xx	Bid security Declaration to be submitted ANNEXURE-X
xxi	Checklist of the Documents to be submitted ANNEXURE-XI
xxii	Undertaking for IPR to be submitted
xxiii	Certificate to be submitted by Bidders on Rule 144(xi) of the General Financial Rules (GFRs) 2017 on grounds of Defence of India and National Security ANNEXURE-XII
xxiv	PARTNER shall provide a list of all the necessary Infrastructure (Tools, Testers etcs) required for Manufacturing & Testing of SMPS System.

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

Reference 1: ITI RFP No.ITI/COR/P&T/RFP/SMPS/2024/02 SOLUTION/01..issued on

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

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

(Name of the authorized signatory) Signature Designation in Company Seal / Stamp of Company

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