



ITI LIMITED

(A Government of India Enterprise)

PROCUREMENT MANUAL

(Goods, Services & Business Activities)

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ABBREVIATIONS

CAPEX	Capital Expenditure
CA	Chartered Accountant
CIPP	Code of Integrity for Public Procurement
CPPP	Central Public Procurement Portal
CV	Curriculum Vitae
CVC	Central Vigilance Commission
CVO	Chief Vigilance Officer
DoP	Delegation of Power
DGS&D	Directorate General of Supplies and Disposals
DSC	Digital Signature Certificate
EMD	Earnest Money Deposit
EoI	Expression of Interest
ETS	Electronic Tender System
eVFS	Electronic Vendor Finance System
FEMA	Foreign Exchange Management Act
FM	Force Majeure
GCC	General Conditions of Contract
GeM	Government e- Market place
GFR	General Financial Rules
GoI	Government of India
GTE	Global Tender Enquiry
HOD	Head of the Department
IEM	Independent External Monitor
IP	Integrity Pact
ISO	International Organization for Standardization
IT	Information Technology
ITB	Instructions To Bidders
ITC	Instructions To consultants
JV	Joint Venture

L1	Lowest Qualified Bidder
LCS	Least Cost System
LD	Liquidated Damages
LoI	Letter of Intent
LPC	Local Purchase Committee
LTE	Limited Tender Enquiry
MII	Make In India
MSME	Micro, Small and Medium Enterprises
NGO	Non-Government Organization
NIC	National Informatics Centre
NIT	Notice Inviting Tender
OPEX	Operating Expense
PAN	Permanent Account Number
PVC	Price Variation Clause
RFP	Request for Proposal
SCC	Special Conditions of Contract
SLA	Service Level Agreement
SoR	Schedule of Requirement
SR/SRN	Store Requisition/ Store Return Requisition
SSS/STE	Single Source Selection/Single Tender Enquiry
SSU	Store Subsidiary Unit
TEC	Tender Evaluation Committee
TOC	Tender Opening Committee
VEQ	Vendor Evaluation Questionnaire

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CHAPTER- 1

INTRODUCTION

1.1 About The Company

ITI Limited (ITI) is a Central Public Sector Undertaking (CPSU) under the Department of Telecommunications, Ministry of Communications, established in 1948 to manufacture telecom equipment and support the growth of telecommunications in India.

The Company operates six manufacturing units at Bengaluru (Karnataka), Naini (U.P.), Rae Bareli (U.P.), Srinagar (J&K), Mankapur (U.P.) and Palakkad (Kerala), supported by an R&D Centre at Bengaluru, a Service unit as NSU (Networks Systems Unit) and Twelve Marketing Services & Projects (MSP) Centres located across major cities including Bengaluru, Chennai, Hyderabad, Kolkata, Lucknow, Mumbai, and New Delhi.

ITI's product range includes telecom and defence equipment, *Gigabit Passive Optical Networks (GPON)*, *Wi-Fi access points*, *Radio modems*, *SMPS units*, *Encryption devices*, *OFC cables*, *HDPE Pipes*, *Fibre Distribution Monitoring Systems (FDMS)*, *Antennas*, and diversified electronic products such as *Electronic Voting Machine (EVM)*, *Smart Energy meters*, *Smart cards*, *Smaash PC & Laptops*, *Solar panels*, *3D printing services* and *Telecom Testing Labs*. The Company has also responded to community needs through manufacturing of essential health and safety products.

In addition to manufacturing, ITI provides turnkey solutions and system integration services through its Network Systems Unit, which has played a key role in executing national projects like *BharatNet* and several strategic defence projects.

The Company also operates a modern Tier-III Data Centre at Bengaluru, equipped with cloud and SoC capabilities, offering services to Government, PSUs, and private organisations, with plans for expansion into a Data Park.

With a legacy of innovation and national service, ITI continues to strengthen its position as a reliable and technology-driven CPSU, committed to advancing India's digital and communication infrastructure.

1.2 Objectives

a) The objective of this manual is to ensure transparency, fairness, uniformity and efficiency in the procurement process across all units and offices of ITI Limited.

b) Materials and services of prescribed specifications shall be procured from approved and reliable sources, in the right quantity, at the right time and at the most competitive price to meet production, project and operational requirements.

- c) Procurement activities shall promote fair competition, consistency and long-term relationships with suppliers while safeguarding the commercial and technological interests of the Company.
- d) Efforts shall be made to minimise the total procurement lead time and ensure timely availability of materials.
- e) The roles and responsibilities of various functional areas involved in the procurement cycle shall be clearly defined and adhered to.
- f) All procurements shall be carried out in strict compliance with applicable Government rules, regulations and guidelines issued from time to time.

1.3 About The Manual

Being a Central Public Sector Undertaking under the Department of Telecommunications, ITI Limited is committed to following all applicable rules, regulations and policies of the Government of India in its procurement operations. This manual lays down the broad operational guidelines for implementing these policies, keeping in view the commercial interests and competitive business environment in which the Company operates.

The manual outlines the general principles to be followed while awarding purchase orders for goods and services required for manufacturing, project execution and other business and administrative needs of the Company. It also provides guidance on handling situations not explicitly covered in tenders or contracts, in accordance with the principles of prudence, propriety and due diligence.

All public procurement policies, commercial laws, and instructions issued by relevant Ministries, the Department of Telecommunications, and other Government authorities shall be followed scrupulously. The Corporate Materials Management Cell shall issue circulars, policy updates and procedural instructions from time to time for adoption and implementation across all units.

The manual also includes model formats of contracts, agreements, undertakings, and guarantees, along with general commercial guidelines. Certain internal procedural aspects, including indicative “Dos and Don’ts,” are meant solely for internal reference and may be revised through authorised internal communications.

Overall, this manual serves as a comprehensive reference for internal executives, suppliers and business partners to ensure a uniform, transparent and efficient procurement process within ITI Limited.

1.4 General Procurement Stages

For better understanding of the complete procurement cycle and its inter-departmental responsibilities, the following table provides the indicative stages involved in the end-to-end procurement process.

These stages may vary depending on the nature of requirement, project needs, customer conditions, DoP, and applicable procurement guidelines.

Stage / Step No.	Activity	Responsible Department
STAGE 1: REQUIREMENT INITIATION		
1	Receipt of Work Order / Internal Requirement / Customer PO	User Department / Project Office
2	Requirement assessment (scope, schedule, quantity)	Planning / User
3	BOM creation & worksheet preparation	Planning / User
4	Finalization of specifications, delivery timelines, payment terms, consignee, key conditions	Planning + User
5	Principal Approvals, justification & Non-GeM availability report (if any)	Planning / User / MM
6	Approval of requirement with financial concurrence	User/Planning → Finance → Approving Authority
STAGE 2: PR CREATION & VALIDATION		
1	Creation of Purchase Requisition (PR)	Planning / User
2	Audit of PR (technical, commercial, compliance)	Unit Internal Audit (As per existing Guideline)
3	Submission of approved PR package with all details	User/Planning → Head of MM
STAGE 3: TENDERING & BID PROCESSING		
1	Preparation of Tender/RFP	MM - Purchase Officer and User Department
2	Checking of Tender/RFP for correctness	A different Nominated officers from MM/ User Depp/Fin
2	Publishing of tender (GeM/e-Tender/Limited)	MM

3	Bid opening (TOC), documentation	TOC – MM & Finance
4	Technical Evaluation or User Department evaluation	User / Planning
5	Tender Evaluation Committee (TEC)	User, MM and Finance members.
6	Clarifications sought from bidders	TEC Members
7	Commercial/Financial bid opening	TOC – MM & Finance
8	Preparation of comparative statement & L1 determination	MM, Vetted by TEC Members
9	Comparative financial statement verification	Finance
STAGE 4: APPROVALS & PRE-ORDER FORMALITIES		
1	Processing for TEC / Competent Authority approval	TEC Members
2	Preparation of Draft Purchase Order	MM – Purchase Officer
3	Audit / Pre-audit of Draft PO	Internal Audit
4	Final PO issuance	Head of MM / Authorized Signatory
STAGE 5: CONTRACT EXECUTION SUPPORT		
1	Initiation of LC (if applicable)	MM → Finance
2	Receipt & verification of Bank Guarantees	MM
3	Custody & validity monitoring of BGs	MM
4	Vendor acceptance of PO, submission of NDA/Integrity Pact	Vendor → MM
STAGE 6: MATERIAL RECEIPT & INSPECTION		
1	Material receipt, verification, inspection, testing	Stores / IGI / User / MM
2	Acceptance or rejection of material	Stores / IGI/ User

3	Maintaining warranty certificates & related documents	MM
STAGE 7: WORK COMPLETION & DOCUMENTATION		
1	Submission of Work Completion Certificate or Supply Acceptance	User / Stores → MM
2	Confirmation of LD applicability, delivery extension approvals	User / MM
3	Supplier/ Customer invoice acknowledgement (Whatsoever applicable)	IGA/User/Project/Consignee Officer→ MM
STAGE 8: INVOICE PROCESSING & PAYMENT		
1	Receipt of original invoice and supporting documents	Vendor → Consignee Officer
2	Submission of verified invoice to MM	Consignee Officer
3	Verification, LD deduction, certification	MM + User/Stores
4	Forwarding to Finance for payment	MM (against PO issued by MM)
5	Release of vendor payment	Finance
6	Updating VMS and informing Units about payment	MM/User and Finance
STAGE 9: CONTRACT CLOSURE		
1	Release of Bank Guarantees	MM + User + Finance
2	PO closure, documentation & file archiving	MM + Finance + User
STAGE 10: POST-PROCUREMENT COMPLIANCE & REPORTING		
1	Monthly procurement MIS / GeM reports / TEC dashboards	MM
2	Audit compliance, DoP compliance, record management	MM + Audit
3	Training of stakeholders on GeM/e-Tender/DoP processes	HR / MM / Unit Heads

CHAPTER 2

REQUIREMENT GENERATION

2.1 Classification of Procurements

Categorisation Items for procurement is classified at Annexure-17

Procurements in ITI Limited shall be broadly classified under Revenue and Capital heads, based on the nature and purpose of expenditure

2.1.1 Revenue Items

Revenue items are those having a short-term impact on operations, generally less than one year, and are used for generation of revenue. These include both production and non-production materials

2.1.1.1 Production Material

Production materials include all items, consumables, spares and components used directly in manufacturing or project execution, such as mechanical and electronic components, chemicals, and raw materials commonly used across the Company.

2.1.1.2 Non-production Material (OPEX):

Non-production items, also known as operating expenditure items, include manufacturing and non-manufacturing consumables such as:

- a) General consumables and factory requirements
- b) Stationery, printing and office supplies
- c) Uniforms, medicines, appliances and other office or hospital requirements
- d) Production aids like small tools, jigs, fixtures and metrology items
- e) AMC of capital items
- f) Air consolidation contracts, insurance policies (fire, burglary, marine, employee group, etc.)
- g) Any other revenue item not classified under capital goods or production materials

2.1.2 Capital Goods (CAPEX):

The items that have long-term effect on business, generally more than a year, to enhance the existing capacity of the production are called capital goods and classified as:

- a) Plant and machinery
- b) General and special-purpose equipment
- c) Inspection and test instruments
- d) Computers, printers, photocopiers, and office equipment
- e) Industrial and office furniture

- f) Vehicles
- g) Items or services required for installation and commissioning of machinery
- h) Any other item of similar nature

2.2 Materials Planning

Materials planning shall be carried out with the objective of ensuring timely availability of required items while maintaining optimal inventory levels and adhering to approved budgets and production plans.

a) Production items:

- i)** The material purchase budget for each production division shall be based on the approved production programme for the financial year, in respect of products and projects for which corporate approval and material commitment clearance are available.
- ii)** The approved production programme shall serve as the standard guideline for material commitments. However, in case of significant changes in production schedules, the Head of Material Planning, through the Unit Head may seek revised approval from Corporate Management for necessary modifications.
- iii)** In case where materials are used in products awaiting CACT (Component Approval Centre Telecommunication) approval, Type Approval, Telecom Specification Evaluation Certificate (TSEC), Generic Requirements (GR) or against Customer Tender / Production Qualification Test (PQT) approval or other regulatory/customer certifications, procurement action shall be initiated only with prior approval of the concerned Director.

b) Non-production item

i) Standard Items (Regularly used)

The minimum and maximum stock levels for each standard item shall be reviewed and fixed at the beginning of the financial year based on past consumption data. The Planning Department shall coordinate this exercise with the User, Stores, and Purchase Departments.

ii) Non Standard Items (not regularly used)

Procurement of non-standard items shall be initiated by the User Department after obtaining approval from the competent authority as per the Delegation of Powers (DoP).

iii) Capital Items

The principles of Life Cycle Costing (LCC) may be applied, wherever practically feasible, while procuring capital items. LCC considers the total cost of an asset over its life cycle,

including initial acquisition cost, operating and maintenance expenses, and the residual value at the end of its service life. The applicability of LCC shall be based on past experience and availability of reliable, assessable parameters.

In cases requiring replacement of capital equipment that has completed its useful life in terms of operating hours or years of service, or has become unserviceable due to premature failure, accident, or similar reasons, a Technical Survey shall be conducted. A Technical Committee constituted at the Unit shall carry out this survey and submit its report for approval of the competent authority as per the Delegation of Powers.

2.3 Purchase Budget

- a)** The purchase budget for production and non-production items for a Unit shall be prepared by the Head of Planning / User / Plant-MM, in line with the Company's plan for the Unit, in consultation with the respective departments and the Unit Finance Head, and shall require approval of the concerned Director through the Unit Head / MSP Head/CGM.
- b)** The purchase budget shall cover the materials required for production, including materials for stock and Direct-To-Site (DTS) Item, consumables and production aids.
- c)** The purchase budget is the Net Materials requirement for given financial year as per the approved Production Programme based on the Bill of Materials, Product wise is to be calculated as given below:
Net Materials Requirement = Gross Requirement + *Safety Stock / Reorder Level – Coverage available (in stock + WIP + Pending PO/PR) #
* To be reckoned only for consumables.
After allocating for the current year requirement.
- d)** A monthly statement of purchase orders committed against the purchase budget shall be furnished in the format at Annexure-11 to the Unit Finance Head by the IMM Head through the Unit Head for monitoring and fund planning purposes
- e)** The Unit shall make the material commitment for the given financial year within the limit of net material commitment as above.
- f)** Any commitment in excess of the net material commitment shall be made only with the prior approval of the CMD through the concerned Directors.

2.4 Raising of Purchase Requisition (PR)

- a) Before raising PR, indenting department will obtain in principle approval for the purchase as per the Delegation of Power (DoP) /Unit Head /CGM.
- b) For Production Item, the Head of Planning, shall be the indenter who shall raise PR in consultation with the Head of Production Control and be signed and approved by authority as per DoP/Unit Head /CGM.
- c) In case of Non-Production items, indenting department will generate purchase requisition signed and approved by authority as per DoP/Unit Head /CGM.
- d) The indenter's responsibility is to generate the PR in the prescribed format with detailed specification that would meet the requirement and fulfil objective, functional, technical and qualitative characteristics for the net quantity.
- e) In case of lack of information while working out specification, the indenter may resort to the following:
 - i. Detailed technical specification may be sought from different vendors through enquiries made through official communication or by inviting Expression of Interest.
 - ii. Seek advice from other institutions / organisation / professionals having specialised knowledge and expertise for drawing detailed specification and evaluation parameter.
 - iii. In case of high value and high tech items, approval of the concerned Director may be taken to hire services of experts/consultancy for preparation of Detailed Project Report and other pre contract activities.
- f) Correct estimation of rates /cost in PR is vital element in establishing the reasonability of the offers received from bidders, it is therefore important that cost is worked out in a realistic, objective and professional manner on the basis of prevailing market rates (based on the current budgetary quotation), last purchase price (*within one year*), economic indices for the raw material / labour and other input cost, and assessment based on technically evaluated price. The basis of estimate is to be recorded.
 - i. PR quantity should be combined if possible, whenever the items are common among distinct projects.
 - ii. Wherever feasible, PR may be raised for the entire package / Kit of the items, homogeneous family wise / supplier wise so that the supplies are received in minimum number of lots in staggered balanced packages to the extent possible to meet the production requirements and to avoid unbalanced inventory at the production site / point of usage. All the items ranging from Class A to Class C belonging to the same family

of items shall preferably be bunched together so that a large volume of order is held as an incentive for a supplier to deliver items of small quantity and value.

- iii. There should not be any deliberate attempt to split the order in to smaller pieces to avoid the approval of superior as per DoP. Splitting of order should be based on the actual requirement or in compliance to MSE guidelines.
- iv. In case of emergent / proprietary requirement, the required certificate (in the format as per Annexure-12) approved by competent authority to be issued along with PR by the indenter with the concurrence of Finance.

2.5 Auditing of Purchase Requisition

Pre-audit of Purchase Requisitions (PRs) shall be carried out strictly in accordance with the applicable audit guidelines. The signing authority shall ensure that a PR is signed only after confirming the availability of all mandatory approvals from the Competent Authority as per the Delegation of Powers (DoP) /Unit Head /CGM.

2.6 PR Amendment

Any amendment to an already approved Purchase Requisition (PR) shall be processed only with the approval of the same authority that sanctioned the original PR. The Purchase Department shall ensure that no change in specification, quantity, value, delivery requirement or any other parameter is acted upon without such approval duly recorded

2.7 PR Registration and Processing

On receipt of the Purchase Requisition (PR) in the Purchase Department, the PR shall be scrutinized for completeness of information, correctness of details, and availability of the required annexures. Only when found complete in all respects, shall the PR be registered.

- a) The section receiving the PR shall verify whether the item is covered under any existing Long Range Contract (LRC) or Annual Rate Contract (ARC) finalized by the Unit or Corporate Office.

If an LRC/ARC exists for the item, the PR shall be processed strictly in accordance with the terms of the respective contract

- b) If neither LRC/ARC nor RPO options are available, procurement shall be processed through GeM, irrespective of the value of the PR.
- c) In case of an emergency PR, procurement may be taken up through an offline tender with a minimum tendering period of 5 days, subject to the approval of the Plant/Unit Head,

Further if no quote has been received, MM head may extend bid duration with consultation of user department.

- d)** Details of the GeM-related procedure/rules are available at **Annexure-6**.
- e)** In rare and exceptional circumstances, where production, maintenance, safety or other critical operations may be affected, or where sufficient reasons justify urgency, emergency PRs may be issued. Such PRs shall be processed under the Emergency Purchase mode.
- f)** If procurement through GeM is not feasible, the reasons for non-feasibility shall be recorded in the file and alternative procurement methods—such as Non-GeM Tendering, Direct Purchase, or Purchase through Local Purchase Committee (LPC), etc. as per permissible limits—may be adopted.

CHAPTER 3

MODES OF PURCHASE

3.1 Direct Purchase

Direct Purchase without Quotation

Direct purchase without formal quotations shall be used only for small-value, off-the-shelf items of simple and standard specifications. As this is the quickest and least-complex mode, it shall be exercised strictly for low-value with the approval of Plant Head and PO to be issued accordingly by HoD of concerned department, which may be urgent and routine requirements under the following conditions:

- a) Direct Purchase may be adopted where the value of the requirement does not exceed Rs. 50,000. The Finance Department of the respective Unit/Plant may limit, after reviewing departmental usage, prescribe an annual ceiling for such procurements.
- b) Direct Purchase shall not be used to bypass tendering or other prescribed procedures. It shall be resorted to only with the approval of Plant Head, strictly as per the Delegation of Powers.
Note: HoD/Plant Head/Unit Head/CGM shall satisfy themselves that PR is not split into smaller PR to avoid the tendering route.
- c) Units may maintain an approved imprest amount commensurate with the frequency of such purchases. This mode may be used for urgent procurement of petty items, small-value components, consumables or other minor requirements essential for ongoing production or operations.
- d) Purchase may be made through Government portals, online platforms or local sources without obtaining formal quotations. In all such cases, the purchaser shall obtain a proper invoice and warranty certificate, wherever applicable, and record a certificate of purchase, duly signed by the purchaser and countersigned by the Head of Department
- e) Purchases through reputed e-commerce platforms/internet portals are permissible. In such cases, the purchaser shall record a short justification establishing reasonableness of the price.
- f) PO may be placed by respective HoD, for those cases where GST Input credit is to be availed.

Direct Purchase by Local Purchase Committee (With Quotations).

This mode of procurement shall be adopted for requirements valued above Rs. 50,000 and up to Rs. 5, 00,000 per PR. The Finance Department of the respective Unit/Plant may prescribe an annual limit for departments based on assessed needs

A Local Purchase Committee (LPC), constituted & Approved by the Unit Head/CGM as described below, shall carry out the purchase:

Finance department	Any Finance Officer nominated by Finance Head of the Unit/Plant
MM department	Any Purchase Officer nominated by Head of MM department.
Originating department	Any Member nominated by Head of Originating Department in the unit/plant
Co-opted member	A representative from Technical/Quality/Administrative or any other department as nominated by the Unit/Plant Head.

- a) LPC is intended to be a fast-track and simplified mode of procurement. The committee shall jointly survey the market to ascertain rate reasonableness, quality and specifications, and identify an appropriate source.
- b) This mode may also be used for contingency expenditure for small works or services.
- c) The essence of this mode is selection of the right item from a suitable supplier at a reasonable price through market survey, and not through tendering
- d) Market survey shall cover vendors such as reputed OEMs, distributors, dealers, and e-commerce platforms, as applicable.
- e) Before recommending a supplier, the committee shall jointly record the following certificate:

"Certified that we, members of the purchase committee are jointly and individually satisfied that the goods recommended for purchase are of the requisite specification and quality, priced at the prevailing market rate and the supplier recommended is reliable and competent to supply the goods in question, and it is not debarred by Company concerned."

- f) For emergency requirements, withdrawal of advance may be permitted. Subsequent accounting and settlement shall be ensured without delay.
- g) The LPC purchase officer may obtain offers in person, by telephone, or by e-mail, followed by confirmatory quotations. Formal tendering shall not be carried out. A minimum of three quotations shall be obtained.

If vendors decline to provide quotations for low-value/small-quantity items, the committee shall record the details of rate enquiries, sources contacted, and any supporting online price references. Quotations shall not be insisted upon in such cases, provided sufficient documentary proof is recorded.

- h) For PRs valued below Rs 1, 00,000, LPC may complete the process by collecting sealed quotations within 7 days, with approval of the Unit/Plant Head.
- i) PO must be issued by MM member of the respective LPC.

3.2 Emergency Purchase

1. Emergency Purchase shall be resorted to only in situations where delay in procurement may result in production stoppage, project disruption, safety hazards, breakdown of essential utilities, or any other that demands immediate action, in which
 - i. the material is urgently required and, without it, production or maintenance will be halted;
 - ii. the material is urgently required on safety grounds;
 - iii. essential services would be halted in the absence of the item;
 - iv. tendering is not possible due to shortage of time and delay would cause substantial loss of revenue; or
 - v. Requirement arises from natural calamity, epidemic, pandemic or any other unforeseen event.
 - vi. Any other, approved by the competent authority

2. Emergency Purchase may be initiated only with the specific approval of the Unit/Plant Head or any higher authority as per the Delegation of Powers (DoP)/ Unit Head/CGM.
In such cases, procurement may be carried out through offline tender, telephone enquiries, e-mail quotations, market survey, or through the Local Purchase Committee (LPC) or tender with reduced notice, depending on the urgency and value of the requirement

3. Modes and procedure for emergency purchase
 - i. For PRs up to Rs. 5,00,000 procurement may be effected through Local Purchase Committee (LPC), single/limited quotation, market survey, telephone/e-mail enquiries or GeM (if feasible), as appropriate to the situation. LPC procedure referred in Clause 3.1.2 shall be followed when LPC is used for emergency purchases. Wherever practicable, at least three quotations should be obtained; if three quotations are not available for valid reasons, the efforts made and reasons shall be recorded.

 - ii. For emergency requirements with estimated value exceeding Rs. 5, 00,000 procurement may be undertaken by floating a tender enquiry with a reduced notice period of 03 to 07 days, and any other mode, depending on the gravity of the situation, subject to prior approval of the competent authority as per DoP/ Unit Head/CGM.

3.3 Rate Contracts

A Rate Contract (RC) is a formal arrangement between ITI and an approved supplier for supply of specified items at fixed rates during the validity of the contract. Supplies are made as and when required by ITI within the contract period. Generally, no firm quantity commitment is made except the minimum guaranteed quantity, wherever applicable. RCs are normally concluded for one year;

however, based on organizational requirements, the period may be extended up to a maximum of three years. A one-year contract shall be termed as an Annual Rate Contract (ARC)

Rate Contracts may be considered for the following categories of items

- a) Items that are commonly used across multiple users/departments and required on a recurring or repetitive basis.
- b) Fast-moving items, including items with short shelf life or storage constraints.
- c) Items for which procurement through a rate contract is operationally convenient and economically beneficial.
- d) If there are significant downward variations in the raw material prices during the rate contract period and client insists for revised quotations, the earlier rate contract may be cancelled and new tenders may be floated after proper justification and approval of Unit Head/CGM.

3.4 Long Range Contracts (LRC)

Long Range Contracts (LRC) are contracts concluded for a maximum period of Three (03) years to meet the common requirements of multiple Units/Plants for specified goods or services through a designated central procurement agency (Corporate MM or any nominated Unit), based on organizational needs. The overall interest of the Company shall be safeguarded while identifying items suitable for LRC.

The Corporate Operations Department shall obtain approval from the Corporate Management for initiating an LRC and forward the approved requirement to the concerned central agency for tendering. While issuing the tender, suitable provisions relating to quantity, price variation, applicable indices, and any other relevant variables shall be incorporated, wherever required.

3.5 Repeat Purchase Order

A Repeat Purchase Order (RPO) may be considered under circumstances where continuity of supply or service is essential, and placing a fresh purchase order is not feasible due to unavoidable delays.

Repeat Purchase Order can be considered only with the approval of the competent authority in compliance to original PO. The repeat order shall be placed after the approval of the relevant approving authority of TEC, as the case may be, for the repeat order value.

Normally, based on the lead time, the Indenter is required to initiate a fresh indent prior to the expiry of the ongoing supply or job contract. However, if the indent has not been processed in time

or, despite processing, it is not possible to place a new order before the expiry of the existing contract, a Repeat Order may be placed on the same supplier/contractor with the approval of the competent authority, after recording the reasons necessitating such action. Approval of the next higher authority may be obtained wherever justified.

An RPO on the same terms, conditions, and specifications may be considered under the following conditions:

- a) Repeated requirement of the same item may be ordered without price escalation, provided the Repeat Order is issued within 12 months from the date of the original Purchase Order and before the expiry of its contractual validity. The value/quantity of the Repeat Order shall not exceed 100% of the original Purchase Order. The original Purchase Order must contain a provision enabling extension of its contract period as per the applicable tender conditions.
- b) Prior to placing a Repeat Order, acceptance from the Supplier/Vendor shall be obtained. Efforts shall also be made to secure reduction in rate for the Repeat Order quantity. If there is a downward trend in market prices, issuance of a Repeat Order should be avoided.
- c) The Repeat Order shall clearly indicate the reference of the original Purchase Order.
- d) Any deviation from above, management approval is required as per Delegation of Power (DoP)/ Unit Head/CGM.
- e) In special circumstances, a second Repeat Order may be processed only with the approval of an authority higher than the original approving authority.
- f) While issuing a Repeat Order, efforts shall be made to obtain a reduction in price compared to the original order value, to secure financial benefit to the organization
- g) If no LRC/ARC is available, the Purchase Department shall examine the feasibility of placing a Repeat Purchase Order (RPO).

RPO may be placed based on a purchase order issued within the preceding one year, subject to the supplier's acceptance to supply up to 100% of the previous PO quantity, considering following observations made by user and MM Team:

- i. On time or before time delivery,
- ii. Quality of product/material/ services delivered i.e., the instances of no acceptance/rejection of goods/material/ services.
- iii. AMC commitments and performance shall also be evaluated before placement of RPO.

Note: In case of urgency, RPO can be placed only with the approval of the Unit Head/CGM.

3.6 Annual Maintenance Contracts (AMC)/Comprehensive AMC (CAMC)

- a)** Certain goods, particularly sophisticated equipment and machinery, require proper maintenance to ensure trouble-free performance. For such items, the Purchase/User Department may enter into an AMC/CAMC. The maintenance contract shall commence only after expiry of the warranty period, during which the supplier is responsible for free maintenance. Finalisation of AMC/CAMC shall be carried out strictly in accordance with the prescribed purchase procedures.
- b)** Where the maintenance contract is proposed to be awarded to the original supplier of the goods, suitable clauses for AMC/CAMC shall be incorporated in the tender enquiry document itself. While evaluating the bids, the cost of maintenance for the specified period shall be included in the overall evaluated tender value to determine the L1 bidder in accordance with the tender conditions.
- c)** It is desirable to specify AMC/CAMC requirements in the original procurement tender so as to avoid the need for a separate tender immediately after expiry of warranty and to prevent additional repair costs. Equipment quoted at a lower price may carry a higher maintenance cost; hence, the total cost of ownership, i.e., purchase cost plus maintenance cost for the contract period, shall be considered during evaluation and award of the Purchase Order as per tender provisions.
- d)** For equipment or machinery already in use, AMC/CAMC may be finalised through a separate tendering process.
- e)** A suitable clause shall be included in the tender document and in the maintenance contract stipulating that AMC/CAMC rates charged by the contractor shall not exceed prevailing rates charged to other customers for similar services. The contractor shall furnish a certificate to this effect along with each bill.
- f)** During the tenure of a maintenance contract, particularly those of longer duration, it may become necessary to terminate the contract due to unforeseen reasons. To address this, the tender and contract documents shall include a suitable provision allowing cancellation of the AMC/CAMC with a notice period of one to three months, depending on the nature and cost of equipment.
- g)** To ensure better maintenance services, the AMC charges for equipment (when AMC forms part of the supply tender) may be fixed at a minimum of 3% to 5% of the equipment/material value, as appropriate.
- h)** The tender document may include a clause requiring the supplier to execute the AMC/CAMC agreement, failing which the Performance Bank Guarantee (PBG) submitted against the supply contract may be forfeited, if required by the organisation.

3.7 Educational Purchase Orders

Educational Purchase Orders may be placed on vendors under the following conditions.

- a) For the purpose of developing new vendors.
- b) The Purchase Order shall be limited to up to 10% of the annual requirement of the item

A separate enquiry shall be issued, inviting offers exclusively from such new vendors. This approach is intended to delink vendor development activities from the procurement of regular production requirements. For issuing an educational order, the applicable rate shall be the lower of (i) the previous L1 rate in bulk procurement, or (ii) the rate quoted by the new vendor proposed for the educational order

All documents relating to educational orders shall be clearly stamped "Educational Order" for identification. Quality clearance for educational orders shall be finalised through inspection and, where required, system try-out. The performance of suppliers under each educational order shall be documented and maintained properly by the Technical Department.

3.8 Purchase from Subsidiary Units / Inter-Unit Store Transfer (IUT)

- a) In addition to regular procurement methods, Units/MSPs may obtain materials, components, spares, or services from another ITI Unit/MSP wherever feasible through Inter-Unit Purchase (IUP) or Stores to Subsidiary Unit (SSU) mechanism. This arrangement shall promote optimal utilization of available stock, reduces procurement lead time, and minimizes fresh purchases.

Such transactions may be made either through internal financial adjustment or direct inter-unit billing, as per the Company's accounting and DoP guidelines

b) Procedure:

- i. Availability & Suitability Check: The User/Planning/MM of the requesting Unit shall verify availability, specifications, quantity, and valuation with the supplying Unit.
- ii. Approval for Inter-Unit Procurement: Approval shall be obtained from the Competent Authority as per DoP, along with justification for opting for inter-unit procurement.
- iii. Issue of Purchase Order / Transfer Request: The receiving Unit shall issue a simple Purchase Order or Transfer Request, following a process similar to Nomination Purchase, indicating description, quantity, value, delivery terms, and mode of settlement.
- iv. Dispatch by Supplying Unit: The supplying Unit shall arrange delivery along with relevant store documents (DC, inspection records, and warranty details if applicable).

- v. Receipt & Verification: The receiving Unit shall inspect the items upon arrival, record them in the Stores Ledger, and confirm acceptance to the supplying Unit.
- vi. Financial Settlement: Unit Finance/Corporate Finance shall process inter-unit financial adjustment or billing as per approved valuation and accounting guidelines.

CHAPTER 4

TENDERING

4.1 Tendering

Tendering is a formal process through which ITI invites offers from competent and eligible parties to undertake specified work or to supply goods or services. A tender constitutes an offer that, once accepted, binds the bidder to perform the act in accordance with the terms and conditions set forth by ITI.

Tendering is essentially an invitation to potential sellers to submit their most competitive prices and terms for goods and/or services that meet the required specifications, quantity, quality, delivery schedule, and other contractual conditions. Such invitations are published through tender notices/RFPs/EOIs, on platforms such as GEM Portal, ITI Limited website (www.itiltd.in), ITI Limited Tendering/CPP Portal, and any other approved mode of advertisement, depending on the nature and value of the procurement

Before inviting a tender, the concerned officer shall prepare a justification note, clearly stating the need for the procurement, estimated value, required quantity and quality, delivery timelines, and where applicable, source approval for limited tenders. This justification shall be placed in the file while seeking approval for inviting the tender from the Competent Authority, as per the Delegation of Powers (DoP) / Unit Head/CGM.

4.2 Types of Tender Enquiry

Recommended types of tender enquiry for placement of orders are as under:

- i. Open Tender Enquiry
- ii. Global Tender Enquiry
- iii. Limited Tender Enquiry
- iv. Single Tender Enquiry for proprietary items

These categories shall be adopted based on the nature of the item, value of procurement, and availability of vendors, in accordance with the procurement policy and Delegation of Powers (DoP) / Unit Head/CGM.

a) Open Tender Enquiry (OTE)

Open Tender Enquiry involves inviting bids for materials, works, contracts, or projects through wide public advertisement. OTE shall be published mandatorily on the:

- i. GeM Portal (where applicable),
- ii. Central Public Procurement Portal (CPPP),
- iii. ITI e-Procurement Portal, and
- iv. Company website.

Open Tender shall be the preferred mode for procurement of goods and services through GeM, subject to applicability.

In addition to public advertisement, Tender Enquiries may also be addressed to known and probable sources to enhance competition and ensure wider participation, while maintaining fairness and transparency.

b) Global Tender Enquiry (GTE)

Global Tender Enquiry (GTE) is similar to an Open Tender Enquiry but includes provisions for participation of overseas firms through appropriate international advertising and by allowing payment in foreign currency, including through Letters of Credit (LC). As compared to OTE, GTE requires careful balancing of value for money (VFM) against the higher procedural cost and complexity.

Before initiating a GTE, the concerned authority shall examine the business opportunity for the Company and ITI's commitment to the development of domestic industry. GTE may be explored under the following circumstances:

- i. When goods of the required specifications or quality are not available within the country, and available domestic alternatives are unsuitable.
- ii. When the global principal manufacturer or vendor does not have a local branch or representative in India.
- iii. When compliance with specific international standards is required in the technical specifications.
- iv. When an adequate number of competent domestic bidders are unlikely to meet the required technical specifications, or where cartel formation among domestic bidders is suspected.

In the case of GTE, in addition to the normal publicity adopted for Open Tenders, copies of the tender may be sent to foreign embassies in India and Indian embassies abroad requesting wider publicity, including hosting the tender on embassy websites. Embassies shall be selected based on the likelihood of availability of the required goods/services in that country.

As per Government instructions, no Global Tender Enquiry up to Rs. 200 crores (or the limit prescribed by the Department of Expenditure from time to time) shall be issued.

For any relaxation in exceptional circumstances, approval from the Competent Authority specified by the Department of Expenditure shall be obtained, with full justification recorded.

Exemption:

GTE up to Rs. 200 Cr is allowed, as exemption by Department of Expenditure, in the following circumstances:

- i) Procurement of specialised equipment's required for research purposes, and spares and consumables, for such equipment up to Rs. 200 crores for the use of Educational and Research Institutes, Secretary of Ministry/ Department concerned shall be the competent authority to approve issue of Global Tender Enquiries for such requirements. The equipment should be of specialized nature required for research purposes and not the routine equipment used in offices.
- ii) Procurement of services like Annual Maintenance Contract (AMC) and auxiliary/ add-on components for existing equipment/ Plant & Machinery etc., which are procured from OEM/ OES/ OPM on nomination basis, where competitive tendering is not applicable
- iii) On procurement of spare parts of the equipment/ Plants & Machinery etc. from Original Equipment Manufacturers (OEMs) or Original Equipment Suppliers (OES) or Original Part Manufacturers (OPMs) on proprietary basis, where competitive bidding is not feasible.
- iv) For projects funded by Multilateral Development Banks (MDBs) or Bilateral Funding Agencies (BFAs), where procurement is governed by the conditions stipulated in the loan agreement, and where the project executing agencies subsequently award works to Autonomous Bodies (ABs) or Central Public Sector Enterprises (CPSEs), the Secretary of the Ministry/Department responsible for executing the project shall be the Competent Authority to approve the issuance of GTEs by such ABs/CPSEs
- v) Procurement of semiconductor components may be carried out through online portals (e.g., Digi-Key, Mouser) or directly from OEMs, irrespective of the procurement value.

c) Limited Tender Enquiry (LTE)

Limited Tender Enquiry (LTE) is a restricted bidding method in which offers are invited only from a pre-identified list of vendors. Offers received from uninvited bidders shall be treated as unsolicited and shall not normally be considered, except under special circumstances duly recorded.

LTE provides a shorter and simpler procedure compared to open tendering, though it may not always yield the same level of value for money (VFM). It is generally suitable for procurements below a prescribed threshold. The bidding document for LTE may be concise, normally containing basic terms and conditions on the reverse or within a brief schedule.

1. The Company shall prepare and maintain item-wise lists of eligible and capable suppliers, who will be treated as Registered Suppliers. All Units and MSP/Regional Offices may use these lists as required. Such registered suppliers shall be prima facie eligible for procurement through Limited Tender Enquiry.

2. The number of vendors in an LTE should ordinarily be more than three. Efforts shall be made to identify a wider pool of approved suppliers to ensure competitiveness and receipt of responsive bids.
Additionally, the tender shall also be published on GeM / CPPP, and on the ITI website.
3. To avoid unsolicited bids affecting the procurement process, the tender document for LTE shall explicitly mention that *“Only bids from the approved sources for this tender will be considered for evaluation; all others will not be considered.”* Interested vendors may be advised to approach the respective Unit’s Vendor Development Cell for enrolment
4. Purchase through LTE can be done in the following circumstances.
 - i. If the demand is urgent and is justified in view of urgency though there is a chance of an additional expenditure caused due to limited tendering.
 - ii. The authority justifying above, should also put on record the nature of the urgency and reasons why the procurement could not be anticipated.
 - iii. The reasons are to be recorded in the file explaining how the business interest of the company may suffer if procurement insisted through open tender enquiry.
 - iv. The sources of supply are definitely known and possibility of fresh source(s) beyond those being tapped is remote, also be mentioned as per facts of the case.
 - v. Nature of items to be procured is such that pre-verification of competence of firm is essential, hence requires registration of firms.; and
 - vi. Government policy designates procurement from specific agencies.

d) Single Tender Enquiry (STE)

Single Tender Enquiry (STE) refers to cases where the tender enquiry is issued to only one vendor, based on a Proprietary Article Certificate (PAC). Such enquiries for proprietary items (OEM/suppliers/technology provider’s/job contractors) shall be issued against a Purchase Requisition approved by Unit Head/CGM, with finance concurrence, and must be supported by a PAC in the prescribed format (Annexure–12).

The user department shall submit a PAC certificate along with the indent, clearly justifying the requirement for procuring the item from the OEM, the PAC firm, or their authorised agent.

Proprietary items shall be procured only from the nominated manufacturer or its authorised dealer, as indicated in the PAC certificate.

In exceptional and unavoidable circumstances, ITI may waive the requirement of EMD/SD for proprietary procurement, with approval of the Unit Head/CGM.

Wherever possible, the firm may be required to certify that the rates quoted are not higher than the rates recently quoted to other Government, Public Sector, or private organisations.

Single Tender Invitation **without a PAC certificate** from a vendor should be resorted to only under following conditions:

- i) The required goods are necessarily to be purchased from a particular source, subject to the reason for such decision being recorded by the indenter explaining the emergency relating to operational or technical requirements and approval of the Unit Head/CGM obtained by the indenter.
- ii) For standardization of machinery or components or compatible spare parts to the existing sets of machinery/equipment (on the advice of a competent technical expert with the approval of the Plant/Unit authority), the required goods are to be purchased only from a selected firm.
- iii) The Work/Services can be rendered only by a single agency or the situation so necessitates and justifies the selection on nomination basis, then for such work/services, we may go for Single Tender Invitation without a PAC certificate from the vendor.

In all cases of STE without PAC, the reasons for selecting a particular firm and for adopting STE shall be recorded and approved by the Unit Head/CGM, strictly as per the Delegation of Powers (DoP). All other applicable terms and conditions of PAC-based procurement shall also apply.

Units shall ensure that the list of single tender items is updated and displayed on the ITI website and CPP Portal every month.

4.3 Mode of Tendering

a) GeM/e-Commerce Websites

The Government e-Marketplace (GeM), developed by the erstwhile DGS&D, is an online platform for procurement of common-use goods and services. The end-to-end procurement cycle on GeM—including bidding, placement of Purchase Order, receipt and acceptance of materials, and online payment—is fully digitised.

Wherever the required item or service is available on GeM, procurement shall be preferred through GeM.

For non-GeM procurements, a Non-Availability Report (NAR) from GeM shall be obtained and placed on record before initiating the tendering process.

All procedures, rules, and guidelines governing procurement on GeM are provided in Annexure-6.

e-Commerce Websites: The concerned authority shall have an option to buy common-use goods/general purpose items from reputed e-Commerce websites like Flipkart, Amazon, E-Bay, etc. to the given specifications or specific Make-Model/Brand name as specified by the user. (For Specific brand/make-model purchase, approval of Unit Head/CGM is required).

- a) Price references may be taken from at least two to three e-Commerce websites.
- b) If a product is available on GeM as well as on other reputed e-Commerce websites, price of the product shall be compared on all e-Commerce platforms and the items shall be procured from the e-commerce sites offering lowest price.
- c) If certain item is not available on GeM but available on at least two reputed e-Commerce platforms, it shall be procured from the e-Commerce sites offering lowest price.
- d) If a certain item is not available on at least two reputed e-Commerce platforms, it shall be procured through market on quotation purchase after comparing price from market survey and e-commerce site.
- e) Due diligence of market quotations shall be carried out by standing committee of user division and finance officer.
- f) Payment to e-commerce sites through various modes of payment (Cash on Delivery, UPI, Net banking etc.) shall be adopted for payment up to Rs. 10,000/- by the officers authorized by Unit Head/CGM. Such payments if made through personal credit cards or Net Banking or UPI etc. will be reimbursed on submission of necessary documents to Fin dept.

In case procurement is of higher amount, necessary approval may be taken from Unit Head/CGM to process such payment.

Before buying goods from reputed e-Commerce websites like Flipkart, Amazon, E-Bay, etc. necessary approval shall be taken from Unit Head/CGM.

b) ITI Portal/ E-Tender Service Provider

Tender documents shall clearly include detailed guidelines for participation in the tendering process through the designated e-procurement portal (ITI Portal or authorised e-tender service provider). These guidelines must also specify the procedure for submitting EMD, wherever applicable, along with any other electronic submission requirements.

c) Reverse Auction

Though, electronic reverse auctions can drive cost savings, they should be used judiciously, considering the broader implications beyond price alone. Therefore, RA should not be used indiscriminately or as a default mode of procurement

Reverse Auction would not be appropriate for:

- i. The requirement is not of high enough value to generate competitive pressures on bidders.
- ii. Items of strategic/ critical/ vital/ high technical complex nature, items that are in short supply in the market, or
- iii. Where the QCBS system of selection is used (wherever permissible in case of Consultancy, Non-consultancy Services or Works); or

- iv. Where FBS (Fixed Budget Based Selection) system of selection is used in Consultancy Services wherein the only parameter for evaluation is quality/ technical criteria or
- v. In Engineered products having complexity in design; or
- vi. Items where there are only a few suppliers.

d) Manual/Offline Tender

In exceptional circumstances—where the required item is not available on GeM and e-tendering is not feasible, Manual/Offline Tendering may be adopted. Such cases shall be supported with recorded reasons and shall require the approval of the Unit Head/CGM.

e) E-mail Tendering

E-mail tendering may be used only for emergency purchases, under the following conditions:

- i. Non-proprietary cases with PR value up to Rs. 1.0 Lakh.
- ii. Proprietary cases, where procurement through GeM or the normal tendering process is not possible.
Quotations shall be collected via e-mail within 3 days, or within a timeframe approved by the Unit Head/CGM.

f) Retendering

Re-tendering may be resorted to with the approval of the same competent authority that approved the original tender, under the following circumstances:

- i. The L1 bidder withdraws from the bidding process.
- ii. Inadequate competition or no participation is observed.
- iii. Cartel formation among bidders is suspected.
- iv. The technical specifications or terms and conditions in the original tender are found to be inadequate.

4.4 Single / Two Bid System

A. Single Stage Single Envelope System

Where the qualitative requirements and technical specifications are clearly defined, the capability of the source is not critical, and the procurement value is below Rs. 10 Lakh, the Single Bid System **may be adopted**. In this method, both the techno-commercial details and the price bid are submitted in a single envelope. No samples shall be called at the RFP stage under this system.

Under the single-stage single-envelope procedure, bidders submit eligibility documents, technical/commercial details, and financial quotes together. Evaluation is carried out starting with the lowest evaluated price (L1), and for each progressively higher-priced bid, the technical and

commercial compliance is checked. The lowest-priced bid that meets all eligibility, technical, and commercial requirements specified in the tender shall be declared successful.

This system is suitable where the technical requirements are simple or moderately complex, supplier capability is not critical, and procurement value is not high. It remains the simplest and quickest tendering method and may be adopted as the default system, wherever appropriate.

B. Single Stage Two Envelopes System (Two Bid System)

For high-value plant, machinery, or technically complex equipment requiring detailed technical scrutiny, the Two Bid System may be adopted. In this method, bidders submit:

- i. Techno-Commercial Bid, containing complete technical particulars and all commercial terms and conditions, and
- ii. Price Bid, containing the quoted prices and cost breakup as specified in the RFP.

At the time of bid opening, only the Techno-Commercial Bids are opened. Technical evaluation is carried out strictly as per the RFP requirements. The Price Bids of only those bidders who are technically qualified shall be opened for further evaluation and determination of L1.

4.5 Pre-Qualification Criteria (PQC)

Pre-Qualification Criteria (PQC) shall be framed in a balanced and objective manner to ensure maximum competition among capable vendors while effectively filtering out vendors who do not meet the required capability standards. The criteria should be broad enough to include all competent vendors/contractors and, at the same time, sufficiently stringent to exclude those lacking the requisite qualifications.

The bid documents shall clearly specify that bidders must submit authenticated supporting documents to establish compliance with the prescribed eligibility criteria.

To promote participation from MSEs and encourage past successful bidders, the tendering authority may decide whether the PQC should apply to the entire tendered quantity/package or be proportionally applied to the part-quantity/package quoted by a bidder.

4.5.1 Sub – Contracting

Sub-contracting of works should be well defined as per the requirement during the tendering process and same should be approved by the competent authority before floating the tender.

4.5.2 Consortium

Consortium as per the requirement of project may be allowed with the consent/approval of corporate management with detailed eligibility conditions for the lead bidder and the consortium partner.

4.5.3 Quality and Cost Based Selection (QCBS)

For adopting the QCBS methodology Board approval is required (as per DoE manual).

As per the estimated value of the works/services, approval of the competent authority as per DoP, may be taken to float tender specifying the type of bidding and the method of selection which may be LCS (Least Cost System) or by QCBS (Quality and Cost Based Selection).

QCBS may be used for procurement of Works/consultancy services, where quality of consultancy is of prime concern and works requires highly qualified bidder in which the technical capability is a ruling parameter for the successful completion of work. QCBS may be adopted in cases of SI requiring special skills/ experience and in those cases where specific GR/ specifications are not available (or) where the customer requirements demand tailor made solution. Accordingly, the rationale for adopting the type of tendering system has to be brought on record with reasons.

In QCBS process initially the quality of technical proposal is scored as per the criteria mentioned in the RFP/Tender. Only those responsive proposals that have achieved at least minimum specified technical qualifying score of technical proposal are considered.

The proposals/Bids meeting the minimum qualifying marks of technical proposal are eligible for financial evaluation of the bids. Price bids shall be evaluated including applicable GST (CGST, SGST, or IGST).

The Quality & Cost Based Selection (QCBS) methodology shall be adopted as mentioned below:

The Evaluated Bid Score (B) will be calculated for each technically qualified bid (in Quantity), using the following formula for comprehensive assessment of bids in terms of Quality and Price:

$$B = (C_{\text{low}}/C) \times 100 \times X + (T/T_{\text{high}}) \times 100 \times Y$$

Where,

C_{low} = The lowest price of the evaluated bid prices among the responsive bids.

C = Evaluated Bid Price of the Bidder

T = Total marks obtained by the bidder against the "Technical criteria"

T_{high} = Highest mark scored against the "Technical criteria" among all responsive bids

X = 0.3 Weightage for "Quoted price" (e.g. 30%)

Y = 0.7 Weightage for "Quality" (e.g. 70%)

The evaluated bids (B) shall be considered up to Two decimal places.

a. Contract shall be awarded to the bidder with highest Evaluated bid Score (B)

b. In the event of two or more bids having the same highest evaluated Bid Score (B), the bid scoring highest marks against "Technical" criteria will be recommended for award of contract.

In QCBS, Rational and correlation between eligibility criteria values and the corresponding weightage in the score has to be looked into while fixing the weightage for various criteria in the score matrix.

In QCBS methodology, undue weightage to technical score (Technical eligibility) needs to be avoided which generally be restricted to 70% or less. The intention should be to make the process, inclusive not exclusive.

4.6 Expression of Interest (EoI) Tenders

a) When the equipment or plant to be procured is highly complex and the Company does not possess the necessary domain expertise to identify the available technical solutions or the likely sources in the market, a two-stage Expression of Interest (EoI) may be adopted. This allows ITI to explore available technologies and finalise specifications through transparent technical discussions or presentations with experienced manufacturers/suppliers.

Expression of Interest (EoI) bids may be invited in the following situations:

- i. When it is not possible to define detailed specifications or identify specific characteristics without receiving technical inputs from bidders.
- ii. When the procurement is subject to rapid technological change, market fluctuation, or both.
- iii. When ITI seeks to enter into a contract for research, experimentation, study, or development.
- iv. When bidders are expected to conduct surveys, investigations, or undertake a detailed assessment of risks, costs, and obligations related to the procurement.

b) The procedure for two-stage EoI bidding shall include the following:

- i) In first stage of the bidding process, EoI bids shall be invited containing the broad objectives, technical and financial eligibility criteria, terms and conditions of the proposed procurement etc., without any bid price.
- ii) On receipt of the Expressions of Interest, technical discussions/presentations may be held with the short-listed manufacturers/ suppliers, where prima facie they are considered technically and financially capable of supplying the material or executing the proposed work, giving equal opportunity to all such bidders to participate in the discussions. During this technical discussions stage, ITI Limited may also add those other stakeholders in the discussions who could add value to the decision making on the various technical aspects and evaluation criteria.

Based on the discussions/ presentations so held, one or more acceptable technical solutions could be decided upon, laying down detailed technical specifications for each acceptable technical solution, quality benchmarks, warranty requirements, delivery milestones etc. in a

manner that are consistent with the objectives of the transparent procurement. At the same time, utmost care should be taken to make the specifications generic in nature so as to provide equitable opportunities to the prospective bidders. Proper record of Discussions/Presentations/Demo and the process of decision making should also be kept;

- iii) Based on discussions with the shortlisted bidders, the relevant terms and conditions of the procurement may be revised without modifying the fundamental nature of the procurement;
- iv) In the second stage, in response to a revised set of terms and conditions of the procurement, bids are invited from all those bidders whose bids at the first stage were not rejected, to quote final bid with bid prices; and
- v) Any bidder, invited to bid but not in a position to supply the subject matter of procurement due to modification in the specifications or terms and conditions, may withdraw from the bidding proceedings without forfeiting any bid security that he may have been required to provide or being penalised in any way, by declaring their intention to withdraw from the procurement proceedings with adequate justification.
- vi) If ITI Limited is of the view that after EoI stage, there is a likelihood of further participation by many more bidders and to avoid getting trapped into a legacy technology, the second stage bidding may not be restricted only to those shortlisted bidders of EoI stage and it may be so declared in the EoI document at the beginning. Thereafter in the second stage, normal OTE/GTE bidding may be done.

c) Invitation of EoI Tenders:

The EoI shall be advertised publicly. The EoI document shall contain the following:

- i) A copy of the advertisement;
- ii) Objectives and scope of the requirement: These may include a brief description of objectives and broad scope of the requirement. It may also include the validity period of empanelment/bid.
- iii) Instructions to the bidders: These may include instructions regarding the nature of supply, fees for empanelment (if any), last date of submission, place of submission and any other related instructions;
- iv) Formats for submission: This section should specify the format in which the bidders are expected to submit their EoI;
- v) The EoI document should be made available to the interested bidder as a hard copy as well as on its website in a downloadable format; and
- vi) Eligibility criteria: The invitation to EoI should clearly lay down the eligibility criteria, which should be applied for shortlisting. Supporting documents required need to be clearly

mentioned. An example of EoI eligibility criteria is shown in Table 1. However, appropriate eligibility criteria have to be designed, keeping in mind the specific objectives of the EoI.

TABLE-1

Criteria	Sub-criteria	Weightage*	Break-up of Weightage
Past experience of the firm with similar requirements		A*	
Financial strength of the vendor		B*	
	Turnover figures of the last three years		B1*
	Net worth figures of the last three years		B2*
Quality accreditations, licensing requirements		C*	
Manufacturing capabilities/ tie-ups		D*	
After-sales support infrastructure		E*	
Product Support		F*	

* Weightage (out of 100) should be pre-decided and declared in EoI documents based on assessment of the required profiles of the potential bidders. The marking/grading scheme for allotting marks (out of 100) for various parameters should also be laid down.

d) Evaluation of EoI:

The bidders should be evaluated based on their past experience of performance in a similar context, financial strength and technical capabilities, among others. Each bidder should be assigned scores, based on the sum of marks obtained for each parameter multiplied by the weightage assigned to that parameter. All bidders who secure the minimum required marks (normally 60 (sixty) per cent) should be shortlisted. The minimum qualifying marks should be specified in the EoI document. Alternatively, instead of weighted evaluation, the EoI document may specify a ‘fail-pass criteria’ with the minimum qualifying requirement for each of the criteria, such as minimum years of experience, minimum number of assignments executed and minimum turnover.

e) Pre-Notice Inviting Tender (NIT) Conference:

In complex and innovative procurement cases or where ITI Limited may not have the required knowledge to formulate tender provisions, a pre-NIT conference may help ITI Limited in obtaining inputs from the industry. Such conferences should be widely publicised so that different potential suppliers can attend.

4.7 Guidelines for Tender Preparation

1. The Indenting Department (Planning / Operations / Marketing / Administration / Projects / or any other concerned department) shall be primarily responsible for preparing and obtaining approval from the Competent Authority as per DoP /Unit Head/CGM for the following:
 - i. Quantity proposed for procurement,
 - ii. Estimated cost of procurement,
 - iii. Eligibility and qualification conditions,
 - iv. Technical specifications and detailed requirements,
 - v. Schedule of Requirements, and
 - vi. Any procurement-specific terms and conditions

Note 1: Implementation of Maker-Checker System. There is a Maker-Checker system for the bid documents. A team will prepare all the bid documents and a separate team will check the same for correctness.

Note 2: Officials involved in procurement activities/process must be aware of the extent government guidelines to avoid delay/ deviations.

The indenter shall ensure that these inputs are complete, justified, and aligned with organizational standards before forwarding the case for tender preparation.

For large infrastructure projects or turnkey projects, the Detailed Technical Requirements (DTR) should be prepared covering the solution architecture, services to be supported, existing network architecture, functional and technical requirements of the product, any other requirement.

Schedule of Requirement (SOR):

The Schedule of Requirement (SOR) should be prepared meticulously and it should be clearly indicated that what details are expected in the detailed Bill of Material (BOM) for each SOR item. This issue should be specially considered while dealing with projects having number of SOR items.

2. PAYMENT TERMS:

The indenter department shall also indicate tentative payment terms consistent with the standard payment framework detailed below.

The Payment conditions must be mentioned in unambiguous term in all tenders.

The Bill/Invoice being submitted by contractor has to be reviewed in line with the actual work completed, material supplied, compliance to all conditions w r t manpower, machines, equipment etc. and certification from all concerned on the above should be obtained before passing the bill amount for payment.

i. Payment Terms for Indigenous Bidders

Typical payment terms may include:

- b. Letter of Credit (LC) with usance period of ...*/ or LC at Sight, as approved,
- c. Payment against Pro Forma Invoice,
- d. Back-to-Back payment terms,
- e. Normal payment terms of 60 days after acceptance of material.
- f. For MSME suppliers, normal payment terms shall be 45 days after acceptance of material, in line with statutory requirements.

ii. Payment Terms for Foreign Bidders

- a. Normal payment through Telegraphic Transfer (TT), payable 60 days after acceptance of materials,
- b. Letter of Credit (LC) with approved usance period of */or LC at Sight, as approved,
- c. Advance Telegraphic Transfer (TT), wherever justified and approved.

iii. Currency of Payment

- a. Indigenous bidders shall quote payment terms in INR.
- b. Foreign bidders shall quote payment terms in the relevant foreign currency.

iv. Loading of Payment Factor

Any deviation in payment terms quoted by vendors shall be loaded appropriately in the tabulation/comparative statement, strictly in accordance with directives issued by the Corporate Finance Department annually.

* - The usance period may be decided by MM Department with concurrence of Finance Department on case to case basis.

Finalization of Firm Payment Terms

The firm payment terms for the tender shall be finalised by the Materials Management (MM) Head in consultation with the User and Unit Finance Head, ensuring alignment with corporate policy and financial prudence.

For a broader reference framework, a sample tender is provided at Annexure-1.

3. Eligibility Conditions

The technical eligibility criteria shall be aligned with the nature, size, and complexity of the work to be executed, covering both financial and technical parameters.

The indicative criteria and considerations are for store/Purchase/ Telecom/IT and Civil/Electrical/Cable Works as below:

a. Work Experience (Similar Works)

The bidder should have successfully completed similar works (the definition of "similar work" must be clearly specified in the tender) during the last 5 years ending the last day of the month previous to the one in which bids are invited, as below:

- i. Three similar completed works, each costing not less than 40% of the estimated cost;
OR
- ii. Two similar completed works, each costing not less than 50% of the estimated cost;
OR
- iii. One similar completed work costing not less than 80% of the estimated cost.

b. Definition of Similar Works

The type of similar works shall be clearly predefined based on physical size/volume, complexity, technology/methods, and scope of work. The definition should not be left to the interpretation of bidders or the TEC.

c. Balanced Eligibility

Eligibility criteria must be broad enough to allow adequate competition, without being restrictive toward a specific bidder or lenient enough to qualify incapable bidders.

d. Ongoing Works

For ongoing works, substantial completion shall mean 80% or more (value-wise) completion under that contract.

e. Period of Work Experience

Experience certificates must clearly cover the required period as per eligibility conditions, for both completed and ongoing works.

f. Financial Turnover

The bidder's average annual financial turnover during the last Three (03) financial years (ending 31st March of the previous FY-Approved by Statutory Auditor/Practicing Chartered Accountant) shall be not less than 30% of the estimated cost.

g. Verification of Financial Credentials

Financial credentials relating to turnover shall be supported by audited (by Chartered Accountant) financial statements of the bidder. In case of doubt, the TEC may verify company details on the Ministry of Corporate Affairs (MCA) portal/UDIN Portal of ICAI.

h. Work Completion Certificates

- a. Eligibility based on experience shall be supported primarily by work completion certificates issued by the client, accompanied by the corresponding Purchase Order / Work Order (PO/WO). Submission of a PO/WO alone shall not qualify as proof of completion.
- b. Where any doubt, ambiguity or lack of clarity arises regarding an experience credential, ITIL may verify the certificate directly with the issuing organisation to confirm the genuineness and correctness of the information.
- c. Each work completion certificate must, as a minimum, include the following details:
 1. Issuing organisation's letterhead with full name, postal address and contact e-mail
 2. Date of issuance of the certificate;
 3. Name and scope of the work/supply carried out;
 4. PO/WO number, value and date;
 5. Start and completion dates, or percentage completion where work is ongoing; and
 6. Value of work completed (value-wise progress where work is ongoing).

i. Relaxation for MSMEs / Start-ups

Except for statutory exemptions related to Tender fee and EMD, no automatic relaxation exists for MSMEs or Start-ups in eligibility requirements such as turnover, experience, or performance security.

Any relaxation on turnover, experience, PBG, or other eligibility norms may be considered only on a case-to-case basis, strictly as per applicable Government of India guidelines, and must be clearly specified in the tender document with approval of the competent tender-approving authority.

j. Solvency Certificate (For Works Contracts)

For works contracts, a Solvency Certificate of an amount not less than 40% of the Estimated Cost Put to Tender (ECPT) shall be submitted by the bidder, issued by a scheduled bank/ Chartered Accountant (CA)/Statutory Auditor within the period defined in the tender.

- k.** The tender document shall include a prescribed format / Proforma for submission of work completion details (and an accompanying checklist) to ensure uniformity and ease of verification.
- l.** ITIL reserves the right to request additional supporting documents or clarifications during verification (for example: bills, payment details, CA-certified receipts, TDS certificates, performance certificates), and bidders must provide these within the stipulated timeframe.

m. Tender conditions must clearly state that it is the bidder's responsibility to submit all documents relied upon for establishing eligibility. Any deficiency in furnishing required documentary evidence may lead to disqualification.

n. Service Level Agreements(SLA)

The Service Level Agreements (SLA) specified in the tender/contract shall be strictly monitored and documented. Penalties for any shortfall in service performance shall be imposed as per the SLA terms.

Service level performance shall be jointly reviewed and recorded by ITI and the Contractor at every payment milestone, with both parties signing the SLA performance records.

If any shortcoming or non-compliance with the SLA is observed, the corresponding penalty/deduction shall be applied before certifying the invoice for payment.

SLA Format sample is attached at Annexure-16 or as provided by end customer, if applicable.

o. Penalty / Liquidated Damages (LD) for Delay

Time is the essence of the contract. Materials/Works or services against any order arising from this tender must be delivered strictly as per the delivery schedule specified in the Purchase Order (PO).

If the supplier fails to deliver the material/service or part thereof as per the original or revised (approved) delivery schedule, ITI Limited shall be entitled to recover Liquidated Damages (LD) at the rate of 0.5% of the contract value per week of delay subject to Maximum of 10 % or as per the end customer PO/tender clause whichever is higher., to safeguard ITI's interest. Accordingly, tender/PO terms shall be framed.

However, if the delay is attributable to ITI Limited and not to the supplier, the contractual delivery period shall be re-fixed to account for the lost time, without imposing any penalty on the supplier.

p. Delivery Period (DP) Extension

In case of any anticipated delay, the supplier shall inform ITI Limited in advance with Proper & justified reasons and obtain written approval for a revised delivery schedule.

If the contractor makes supplies after the expiry of delivery period/milestone, the supplies may be provisionally retained under intimation to supplier reserving rights and the contractor may be asked to obtain an extension of the delivery period with or without any LD /denial clause.

In case of imports, the contractor must not dispatch the consignment after expiry of the delivery period without taking prior extension of the delivery period. In any case, the terms of LC should

be such that if there are dispatches beyond the delivery period without formal extension of the delivery period by the purchaser, payment should be denied without levy of full LD.

4.8 Tender Fees, Earnest Money Deposit & PBG/Security Deposit

(a) TENDER FEES

The company incurs expenditure for the preparation of bid documents. It is also desirable that only the genuine prospective bidders should acquire these bid documents to avoid wastage. With this in view, it is decided that the bid documents to be issued to the prospective bidder must be sold at the pre-determined price. The price of the document is determined on an estimated cost of procurement and is indicated below

Estimated Value of Tender (INR)	Tender document Fee (Exclusive of GST) [In case of OTE, GTE. No tender fee for LTE, STE]
Below 5.0 Lakhs	Nil
Rs 5 Lakhs to below 50 Lakh	Rs. 2,000/-
Rs. 50 Lakh to below 10 Crore	Rs. 5,000/-
Rs. 10 crore and above	Rs. 10,000/-

- i. Tender fees shall be submitted only through electronic transfer, as per the payment mandate indicated in the tender document.
- ii. No tender fee shall be charged from Micro and Small Enterprises (MSEs) and Start-ups, subject to submission of valid supporting certificates.
- iii. Further, to promote procurement through GeM, tender fees may be exempted where applicable.

(b) EARNEST MONEY DEPOSIT

1. To safeguard ITI Limited against a bidder withdrawing or altering their bid during the bid validity period, Bid Security—also known as Earnest Money Deposit (EMD)—shall be obtained for all Advertised Tenders (OTE/GTE) and Limited Tender Enquiries, except from:
 - i. Micro and Small Enterprises (MSEs) as per MSME Policy,
 - ii. Firms registered with Central Purchase Organisations/concerned Ministries / Departments, and
 - iii. Start-ups recognised by DPIIT

Estimated Cost	Value of EMD
Up to Rs. 2 Lakh	Nil(For better participation)
Above 2 lakh to 1 Crore	2% of estimated cost.
Above 1 Crore to Rs. 10 Crores	Rs. 2 Lakh+ 1% of Estimated Cost exceeding 1 Crore.
Above Rs. 10 Crores	Rs. 12 Lakhs + 0.5% of the excess of estimated cost over Rs 10 crores with a ceiling of maximum Rs. 1 crore.

Note: For production Item, EMD will be exempted.

2. **Permissible Forms of EMD**

EMD/Bid Security may be submitted in the form of:

- i. Insurance Surety Bonds,
- ii. Account Payee Demand Draft,
- iii. Banker's Cheque,
- iv. Bank Guarantee (including e-BG) issued by any commercial bank in India,
- v. Online payment in accepted formats.

For GTE, EMD may be accepted in the form of a Bank Guarantee in equivalent foreign currency, issued/confirmed by any Scheduled Commercial Bank (SCB) in India.

3. **Validity of EMD**

EMD shall carry no interest and shall remain valid for a period of 45 days beyond the final bid validity period.

4. **Exemptions and Special Conditions**

a. In justified cases, bid security may be exempted:

- i. For production items up to Rs. 15 lakhs,
- ii. For indigenisation/development tenders,
- iii. For procurements made directly from manufacturers or authorised agents.
- iv. For vendors currently registered with ITI and continuing to remain registered during the bid validity period.

b. Registered MSEs and Start-ups are fully exempt from EMD as per DoE Guidelines. Such bidders shall submit a Bid Security Declaration instead of EMD, along with supporting certificates.

- c. For customer-driven procurement, the value and validity of EMD shall not be less than the corresponding requirements specified in the customer's tender document.

5. Return of EMD

- i. EMD of unsuccessful bidders shall be returned earliest after expiry of bid validity and not later than 30 days after award of contract.
- ii. In two-stage bidding, EMDs of bidders rejected at the first stage shall be returned within 30 days of the declaration of first-stage results.
- iii. EMD of the successful bidder shall be refunded upon submission of the Performance Bank Guarantee (PBG).

6. Guidelines issued by Central Government from time to time in connection with EMD will be effective.

7. Forfeiture of EMD/Restriction of Business:

EMD may be forfeited (or Bid Security Declaration invoked) in the following cases:

- i. If the bidder(s) withdraw or amend their tender or impair or derogate from the tender in any respect within the period of validity of the tender after participation.
- ii. If the successful bidder fails to furnish the prescribed performance bank guarantee within the prescribed period

In case of forfeiture of earnest money or failure of bid declaration, the tenderer shall not be allowed to participate in the re-tendering process of the same.

(c) Performance Security

Performance Bank Guarantees are obtained from suppliers to ensure performance of the contract as specified in the purchase order including warranty for satisfactory working of the equipment and stores during the warranty period. This also serves to cover the risk of the ITI during the performance of the contract.

1. Performance Security, in the form of Performance Bank Guarantee (PBG) or Security Deposit, shall be obtained from the successful bidder to ensure due performance of the contract. The required amount shall be:
 - i. 5% of contract value (inclusive of all taxes) for material supplies and/or services or Works contract
 - ii. 5% Security Deposit to be recovered from running bills in case of Works Contracts.
2. Submission of Performance Security is not necessary for a tender value up to Rs. 5 Lakh with the approval of Unit head/Respective CGM.

However, irrespective of the above exemptions, based on the perception of performance risks vis-a-vis need for competition, Procuring Entities can include or exclude performance security in the tender with the approval of the competent authority.

Note: PBG is not mandatory for procurement of raw material/components.

3. Performance Security may be provided through

- i. Insurance Surety Bond,
- ii. Bank Guarantee (including e-BG) issued/confirmed by any commercial bank in India, or
- iii. Online payment in an acceptable form.

In case of GTE tenders, the performance security should be in the same currency as the contract and must conform to Uniform Rules for Demand Guarantees (URDG 758) – an international convention regulating international securities (International Chamber of Commerce-ICC).

4. For Goods procurement, retention from bills cannot be considered as part of Performance Security (unlike works contracts). Procurement of Production Items / Raw Materials does not require the PBG.

5. Validity Requirements

- i. The performance security shall remain valid for 60 days beyond completion of all contractual obligations, including warranty obligations.
- ii. The performance security shall also include a claim period of minimum 3 to 12 months beyond its expiry.

6. Timeline for Submission:

- i. After issuing a Letter of Intent (LOI), the bidder/vendor/contractor must submit the PBG within 21 days, deviation (if any) can only be permitted after approval of competent authority. Once PBG is received from the vendor, firm PO to be issued.

Note: LOI to be issued in case where the nature of procurement/services requires more time for the bidder to deliver the goods/ services.

- ii. In case where LOI is not issued and PO issued then the bidder/vendor/contractor must submit the performance security within 21 days, deviation (if any) can only be permitted after approval of competent authority.

7. In case of non-submission of performance security, following are applicable after approval of the competent authority:
 - i. The party [bidder/vendor/contractor, etc.] will lose the right to submit performance security in the form of performance security and ITI will recover the performance security from the amount payable against the party's bills and will retain it as a non-interest-bearing security deposit.
 - ii. Further, upon recovery of performance security in full, EMD BG would be returned to the party.
 - iii. In case, EMD is available in the cash/bank form, then the same will be immediately converted into a security deposit and only the balance amount of the security deposit will be recovered from bill payments.
 - iv. ITI reserves the right to terminate the full or partial order/contract/tender based on the assessment of the competent authority and in case of termination of the order/contract, EMD will be forfeited.
 - v. When the procurement is based on customer's requirement, value and validity period of performance security, including the claim period to be obtained from the selected vendor, should not be less than as mentioned in the original customer's PO.

8. Verification and Custody

- i. The practice of verifying the submitted performance security/PBG, through direct confirmations from the issuing Bank/Organization via email/letter, should be strictly followed and relevant verification documents shall be filed in the Purchase/Contract file
- ii. Performance security should be kept in safe custody & extension, if required, due to extension of delivery schedule/due to non-completion of work; the same is to be done before the expiry of the current performance security, without any fail.

9. Refund / Forfeiture

- i. Performance Security shall be forfeited in the event of breach of contract by the contractor.
- ii. It shall be refunded without interest after satisfactory completion of all contractual and warranty obligations, and not later than 60 days from completion.
 - ii. Senior officers shall monitor timely return of Bid/Performance Securities.

All Government guidelines issued from time to time regarding PBG/Security Deposit shall be applicable.

4.9 Minimum Tender duration for submission of offers

To ensure wider, fair, and adequate competition, a minimum response period shall be provided to bidders as per the following schedule

Sr. No	Tender Type	Minimum Tender Duration
1	Domestic Tender	21 Days
2	Global Tender	30 to 45 days

Any deviation from the above timelines may be permitted by the Plant/MSP/Project Head or the authority one level above the approving authority for the tender.

For GeM portal and Limited Tender cases, the bidding period may be reduced to Ten days, provided that bid queries are received by the addressed vendors well in advance.

The tendering authority shall ensure adequate and transparent publicity in all procurement cases. It must also verify that shorter bidding durations do not create conditions facilitating cartelisation among bidders

4.10 Floating of Tenders

Tenders shall be floated by the Materials Management (MM) Department, Project Group, MSP, or Central Services, as applicable, with the approval of the Competent Authority in accordance with the Delegation of Powers (DoP).

4.11 Withdrawal, substitution and modification of tender

A tenderer may withdraw, substitute, or modify a submitted tender up to the scheduled date and time of tender receipt. No bid shall be withdrawn after the bid submission deadline and during the period of bid validity.

Any withdrawal during this period shall result in forfeiture of the bidder's EMD and may also lead to banning of the bidder for an appropriate duration, as deemed suitable.

After pre-bid enquiries or clarifications sought by prospective bidders, or due to changes in specifications, tender closing dates or terms and conditions may be modified. Such modifications shall be supported with recorded justification and approved by the same authority that approved the original tender. All changes shall be published as a corrigendum, following the same mode of publication as the original NIT/Tender, allowing sufficient time for bidders to respond.

In the case of non-competitive bidding (i.e., fewer than three bids received), the Head of the MM Department is empowered—with concurrence of the Planning/User Department—to extend the tender closing date by 3 to 7 days each time, for a maximum of three extensions.

4.12 Mandatory e-publication of Tenders

It is mandatory to publish all tender enquiries, along with any corrigenda issued thereafter, on the Central Public Procurement Portal (CPPP) as well as on the Company's website.

4.13 ERP Process & for E-tendering

ITI shall make continuous efforts to utilise the ERP system for implementing a comprehensive e-tendering workflow, covering all stages of procurement, including:

- i. Floating of tenders,
- ii. Online receipt of bids,
- iii. Placement of Purchase Orders,
- iv. Issuance of IGAs,
- v. Forwarding vendor bills for payment, and
- vi. Updating payment status by Finance.

To the extent possible, these activities shall be integrated into a single unified platform

CHAPTER 5

EVALUATION OF TENDERS AND ACCEPTANCE

5.1 Tender Evaluation Committee (TEC)

1. Technical Suitability of Bids received shall be evaluated by the Tender Evaluation Committee (TEC) or User/Planning Department, as applicable,

Evaluation shall be based on the techno-commercial (technical bid) documents submitted by the bidders, and the findings shall be recorded in a Technical Suitability (TS) Report or TEC Report, respectively.

2. The TEC/Technical Suitability (TS) Report shall contain a detailed tabulation comparing the eligibility criteria, technical parameters, and commercial conditions, clearly recording bidder-wise compliance / non-compliance against each requirement, along with remarks and recommendations.
3. For production-related items of any value, the technical suitability of bids may be evaluated by the User/Planning Department Officers, nominated by the respective Head, instead of forming a TEC.
4. For revenue/capital procurements below ₹10 lakh, the User/Planning Department may evaluate technical suitability without forming a TEC. For all procurements above ₹10 lakh, formation of a TEC is mandatory.

5. Composition of TEC

- a. A Tender Evaluation Committee shall consist of three (03) or more members, representing:
 - i. The User Department
 - ii. The Originator of the PR/Planning
 - iii. The Finance Department
- b. Depending on the nature and complexity of the tender, additional officers from Technical, Operations, or other concerned department may also be co-opted to assist the TEC. However, the TEC shall remain fully responsible for submission of the final evaluation report within the stipulated timelines.
- c. TEC Members of an appropriate level, shall be nominated by the respective Heads/In-charge to ensure a comprehensive technical and commercial evaluation.
- d. In cases where officers of the required level are not available, inclusion of a lower-level officer may be permitted with the approval of the Unit/Plant/MSP Head/Functional Director (for Corporate Office), along with recorded justification. Inclusion of higher-level officers does not require justification.
- e. The MM Department shall obtain the nomination of TEC members and hand over the bids to the TEC for preparation of the Technical Suitability Report.
- f. Formation of TEC must be approved and finalized by the Unit/Plant Head for all PR values above Rs.50 lakh.

- g. Based on the Technical Suitability Report submitted by the TEC or User Department, the MM Department shall proceed with the opening of the financial bids on the appropriate date.

5.2 Submission, Receipt of Tenders and Bid Opening

- a) In e-procurement, all tenders uploaded by tenderers are received online and opened on the portal by tender opening committee (TOC) as per date and time specified in tender.
- b) The Tender Opening Committee (TOC), comprises of members from Purchase and Finance Department, nominated by respective Heads.
- c) The TOC shall verify the submission of Tender Fee and EMD (where applicable). Techno-commercial bids of eligible bidders shall be downloaded and filed appropriately
- d) For online tenders, bidders may view the bid opening process online through the portal.
- e) Bidders are also permitted to attend the tender opening in person. Authorized representatives attending the opening must carry an authorization letter from the bidder. All bid-opening activities must be conducted in the presence of such attendees. Signatures of the representatives present shall be obtained and filed in the purchase file.
- f) After opening, each tender shall be assigned a serial number (e.g., 2/14 for the second bid out of fourteen), initialled, and dated.
 - i. In case of manual/offline tenders, every page of the original bid shall be numbered and signed and sealed by TOC members.
 - ii. In case of GeM/Online tenders, the TOC shall assign a serial number to the bids received, record number of documents submitted and ensure that complete softcopies of all such bid documents are submitted to TEC members for evaluating and/or digitally stored as applicable
 - iii. In the case of GeM, MM may open the Bid (Technical/Financial) directly without TOC after getting the approval from IMM Head.
- g) All details of the tenders/bids received shall be recorded in a properly designed format/log and maintained in the respective purchase file.
- h) No clarification from bidders shall be entertained during bid opening. The TOC has no authority to reject any bid at the opening stage or to issue any clarification
- i) The MM department shall maintain a proper register, containing at minimum: description of the tender, TOC details, number of bids received, and details of representatives attending the bid opening
- j) In the case of Two-Bid Systems, the financial bids of only the technically qualified bidders shall be opened. Prior intimation shall be sent to all such technically qualified bidders, in case of a manual/offline tender.

In case of non-GeM tenders, in the interest of fair public procurement and considering procurement timelines, the financial bid opening may be scheduled at least one day after the declaration of the technical evaluation results, allowing disqualified bidders a reasonable time to submit representations, if any.

- k) If any bid is rejected during techno-commercial scrutiny and evaluation, the bidder's EMD shall be refunded within 30 days from the date of rejection.

5.3 Single Bid Received in Tender

If only one bid is received against a tender, approval from the Unit Head/CGM shall be obtained, subject to verification of the following conditions:

- i. The procurement was adequately advertised, and sufficient time was made available for submission of bids;
- ii. The qualification criteria prescribed in the tender were not unduly restrictive or limiting competition; and
- iii. The quoted prices are found to be reasonable when compared with prevailing market rates, last procurement price, or any internal estimate.

In cases where multiple bids are received, but only one bid is found technically responsive/suitable, the Unit Head shall decide, based on the merit of the case, whether to proceed further with the single technically qualified bidder or to recommend re-tendering.

5.4 Evaluation of Bids

- a) The technical evaluation of bids shall be carried out by the Tender Evaluation Committee (TEC) or the User/Planning Department, strictly in accordance with the tender terms and conditions. A detailed TEC/Technical Suitability (TS) Report, containing recommendations and bidder-wise compliance, shall be submitted to the MM Department for further processing.
- b) The commercial/financial bids of only the technically qualified bidders shall be opened by the MM department including Finance member on the due date or on a revised date decided by the MM Department.
- c) The MM Department shall prepare and forward the comparative statement/tabulation sheet/working sheets of the financial bid opening results, along with the complete case file, to TEC.
- d) The TEC may decide to conduct price negotiation with the L1 bidder, or through the tendering portal, wherever justified based on financial implications, market conditions, or price reasonability.

- e) All the TEC members will sign along with name & designation on the final report, same report will be submitted to approving authority.
- f) The MM Department shall ensure timely submission of Non-Disclosure Agreement (NDA), Integrity Pact, Performance Bank Guarantee (PBG), Security Deposit, and other applicable documents by the selected bidder, within the prescribed timelines mentioned in the tender/RFP.
- g) In the event the L1 bidder backs out, re-tendering is mandatory.

5.5 Clarification of Bids/Shortfall Documents

1. ITI Limited may, at its discretion, seek clarifications from bidders during the evaluation and comparison of bids. Requests for clarification shall be issued in writing through e-mail / registered post / speed post / the GeM portal, clearly specifying the deadline for submission and stating that non-compliance within the stipulated time may lead to rejection of the bid.
2. No post-bid clarification shall be entertained at the request of the bidder. No change in prices, terms, or the substance of the bid shall be sought or permitted under any circumstances.
3. Only related shortfall documents, as clearly recommended by the TEC/TS Report, may be requested after bid submission and must be submitted within the specified timeline.
4. Shortfall information/documents may be sought only for historical documents that:
 - i. pre-existed at the time of bid submission,
 - ii. have not undergone any change thereafter, and
 - iii. were omitted or not uploaded by the bidder.
5. In exceptional, urgent, or time-bound procurement cases, where limited competition or retendering may adversely impact operations or financial advantage, a document that creates qualification or eligibility may be accepted, provided that:
 - i. It is recommended by the Tender Evaluation Committee and/or
 - ii. Prior approval of the Unit/Plant Head or one-level higher competent authority is obtained and recorded in the file.

5.6 Splitting of Contracts/ Parallel Contracts

1. If the quantity to be ordered is significantly higher than the supply capacity of the L1 bidder, and no prior provision for quantity splitting exists in the tender document, ITI Limited may distribute the order quantity among other eligible bidders by counter-offering the L1 rate in a fair, transparent, and equitable manner.
2. Splitting of quantity or awarding parallel contracts may be advantageous where
 - a. the items are critical in nature;
 - b. the items relate to security or safety;
 - c. the procurement involves large quantities;
 - d. urgent delivery timelines are involved; or
 - e. the available vendor capacity is inadequate.

3. In such cases, the tender document shall clearly mention that “ITI Limited reserves the right to split the contract quantity between suppliers.” The methodology for determining the proportionate share of L1 and other successful bidders, as well as the minimum number of suppliers required, shall be explicitly stated in the tender.
4. Typical split ratios such as 60:40 (for two suppliers) or 50:30:20 (for three suppliers) may be adopted based on procurement requirements. These ratios may be adjusted depending on the nature and urgency of the requirement.
5. Prior to splitting the quantity, it must be ensured that the L1 rate is reasonable. If the rate is not reasonable, negotiation with L1 may be conducted, if justified, with the approval of the Unit Head/CGM.
6. The following guidelines shall be applied while awarding parallel contracts:
 - i. The L1 bidder shall be allocated at least the minimum split percentage prescribed (e.g., 60% in a 60:40 split) or their available spare capacity, whichever is lower.
 - ii. For the remaining quantity, the L1 rate shall be counter-offered to L2. Upon acceptance of the counter-offer, the order shall be placed on L2 to the extent of the allotted split percentage or L2’s spare capacity, whichever is lower. The same process shall continue sequentially with L3, L4, and so on.
 - iii. If none of the bidders accept the L1 counter-offer, the next lowest acceptable rate (of L2 or L3 or L4 etc.) may be adopted, provided such rate is within the zone of reasonableness, subject to approval of the Unit Head/CGM.

5.7 Reasonableness of Prices

1. Where there is no estimated cost, a comparison with Last Purchase Price (LPP - the price paid in the latest successful contract with in a year) is the basis for judging reasonableness of rates. The following points may be kept in mind before LPP is relied upon as a basis for justifying rate reasonableness:
 - i) The basic price, taxes, duties, transportation charges, Packing and Forwarding charges should be indicated separately;
 - ii) Where the firm holding the defaulted LPP contract, the fact should be highlighted and the price paid against the latest contract placed prior to the defaulting LPP contract, where supplies have been completed, should be used;
 - iii) Where the supply against the LPP contract is yet to commence, that is, delivery is not yet due, it should be taken as LPP with caution, especially if the supplier is new, the price paid against the previous contract may also be kept in view;
 - iv) Where the price indicated in the LPP is subject to variation or if it is more than a year old, the updated price or as computed in case of the Price Variation Clause (PVC) may also be indicated;

- v) In the case of wholly imported stores, the comparison of the last purchase rate should be made with the net CIF (Cost Insurance and Freight) value at the current foreign exchange rate;
 - vi) It is natural to have marginal differences in prices obtained at different cities/offices for the same item, due to their different circumstances. The prices obtained are greatly influenced by quantity, delivery period, terms of the contract, these may be kept in view;
2. When the L1 quoted price is higher than the Estimated Cost/PR value, the variance shall be processed as follows:
- i. Up to 10% increase, approval of the TEC after recording justification/confirming price reasonableness.
 - ii. Above 10% increase, approval of the Unit Head/CGM, with supporting justification/market comparison.
 - iii. For standard items (metallic items, oils, Fuel, vehicles, medicines etc.) the rate variation clause may be incorporated in the PO for supply of the items rates with the proper justification and approval of Unit Head/CGM.

The approving authority shall ensure that acceptance of the higher price is justified and in the overall interest of ITI Limited.

5.8 Consideration of Abnormally Low Bids

An 'Abnormally Low Bid' is one in which the bid price is so low that it raises doubt on the capability of the bidder to perform the contract at the offered price. ITI Limited may in such cases seek written clarifications from the bidder, including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bids document.

If, after evaluating the price analyses, ITI Limited finds that the bidder has failed to provide proper justification to deliver the contract at the offered price, ITI Limited may reject the Bid/Proposal.

In the case of predatory pricing as well, ITI Limited may refer to the above consideration of Abnormally Low Bids to assist themselves in finalization of tenders.

No provisions should be kept in the Bid Documents regarding the Additional Security Deposit/ Bank Guarantee (BG) in case of Abnormally Low Bids. Wherever, there are compelling circumstances to ask for Additional Security Deposit/ Bank Guarantee (BG) in case of ALBs, the same should be taken only with the approval of the next higher competent authority to finalize the particular tender.

5.9 Cartel Formation/Pool Rates

It is possible that sometimes a group of bidders quote the same rate against a tender. Such pool/cartel formation is against the basic principle of competitive bidding and defeats the basic purpose of an open and competitive tendering system.

In case of evidence of cartel formation, following actions may be taken

- a) Detailed cost analysis may be done by associating experts if necessary.
- b) Suitable administrative actions can be taken to reject the offers, reporting the matter to trade associations, the Competition Commission or NSIC, etc., and requesting them to take suitable strong actions against such firms.
- c) New firms may also be encouraged to get themselves registered for the subject goods to break the monopolistic attitude of the firms forming a cartel.
- d) Changes in the mode of procurement (GTE instead of OTE) and packaging/slicing of the tendered quantity and items may also be tried.
- e) A warning clause may also be included in the bid documents to discourage the bidders from indulging in such practices.

5.10 Negotiations

Negotiations should normally not be conducted and must remain an exception rather than a routine practice. They may be resorted to only under exceptional circumstances. When negotiations are considered necessary for price reduction, they shall be held only with the lowest acceptable (L1) bidder, who is techno-commercially responsive, either through a Price Negotiation Committee (PNC) or the e-portal negotiation option.

Before negotiation, the committee should carry out extensive analysis of the price bid for various items and prepare suitable strategy to bring down the rate in line with market condition and economy of scale.

In case the committee recommends the L1 rate for acceptance as reasonable, then also the committee should justify the reasonable of the rate with objective details before recommending to the accepting authority for acceptance.

Circumstances where negotiations may be justified include

- a) Procurement on nomination basis;
- b) Procurement from single or limited sources;
- c) Suspected cartel formation, with reasons duly recorded;
- d) Urgent or time-critical requirements where re-tendering may jeopardize operations, maintenance, or safety. In such cases, negotiation may be conducted with L1 only for the minimum essential quantity, while the remaining requirement shall be procured through re-tendering under normal procedures

- i. Based on the recommendations of TEC, the tender approving authority shall decide, with recorded justification, whether negotiations are required or a fresh tender should be invited.
- ii. The competent authority must exercise due diligence while approving a tender, ordering negotiations, or recommending a re-tender, and shall specify a definite timeframe for completion of the process.
- iii. In general, all counter-offers shall be treated as negotiations and the principles governing negotiations shall apply.
However, counter-offers made to L2, L3, etc., at rates accepted by L1 solely for the purpose of quantity splitting shall not be considered negotiations.
- iv. When it is decided to invite the L1 bidder for negotiation, the following procedure shall be followed:
 - a. A Price Negotiation Committee (PNC) shall be constituted, comprising a minimum of three officials, chaired by the MM Head, with representatives from the User Department and Finance, and any other official if considered necessary.
 - b. If the validity of the original bid is due to expire before negotiations conclude, the bid validity must be formally extended beforehand, since an expired bid cannot be accepted.
 - c. The L1 bidder shall be invited in writing/email by the MM Head, specifying the venue, date, and time of negotiations, and clearly indicating that the original quoted rates shall remain open for acceptance if negotiations do not succeed.
 - d. Revised offers shall be obtained in writing on the bidder's letterhead at the end of negotiations. The revised bid shall be read out to all representatives present immediately upon completion of negotiation. The negotiation formats are attached at Annexure-14 &15. The procedure of negotiation should be followed as per said annexures except GeM portal procurement.
 1. If required, bidders may be allowed time to submit revised offers later.
 2. If a bidder does not submit a revised bid, the original offer shall be considered.
- v. In the case of GeM, negotiation is to be uploaded in the GeM Portal after the TEC decision. So, Price Negotiation Committee (PNC) may not be required.
- vi. The revised bid submitted by the bidder after negotiations shall form the basis for further processing, subject to verification and approval as per the Delegation of Powers (DoP)/ Unit Head/CGM.

5.11 Miscellaneous Guidelines

The recommendations of the Tender Evaluation Committee are essentially internal document. The competent authority based on TEC recommendation takes final decisions. The confidentiality of the TEC document from outsiders is, therefore, to be maintained. No information to substance, examination, and clarification or evaluation of bids and recommendations should be communicated to persons other than those officially concerned.

5.12 Undertaking by Tender Evaluation Committee

Any member of the Tender Evaluation Committee (TEC) who has, or is perceived to have, a direct or indirect personal interest in any of the companies/agencies participating in the tender shall voluntarily withdraw from the TEC.

Such members shall recuse themselves from all evaluation activities to ensure fairness, transparency, and avoidance of conflict of interest.

CHAPTER 6

PLACEMENT OF PURCHASE ORDER (PO)

6.1 Internal Audit

Any POs may be audited as per the Internal Audit norms before placing the PO.

LoI need not to be audited.

6.2 Placement of Letter of Intent (LoI)

Where the tendered quantities pertain to the entire financial year or to works contracts, a Letter of Intent (LoI) may be issued to the successful bidder(s) based on the recommendations of the Tender Evaluation Committee (TEC) as applicable.

Upon issuance of the LoI, firm Purchase Orders (POs) may be released in accordance with production requirements, subject to the vendor's compliance with all LoI terms and conditions, wherever applicable.

However, due to exigency in work initiation or urgent operational requirements, an LoI may be issued to the vendor/contractor based on the specific approval of the Unit Head/CGM, with the reasons for such exigency duly recorded in the file.

6.3 Release of Purchase Order (PO)

1. Preparation and Approval of PO

The Purchase Department shall prepare the Purchase Order (PO) based on the recommendations of the Tender Evaluation Committee (TEC) and the approval of the competent authority, as applicable. The draft PO shall be submitted for pre-audit clearance, after which the final PO shall be released.

The signing authority for issuing POs shall strictly follow the Delegation of Powers (DoP)/Unit Head/CGM.

2. Standard PO Format

A standard Purchase Order format is provided at Annexure-3.

3. Maintenance of Commitment Register

The Purchase Department shall maintain a Commitment Register containing details of all POs issued, including:

- a. PO reference
- b. Supplier's name
- c. Total commitment value
- d. Delivery schedule
- e. Any other relevant information

The Commitment Register may be maintained through ERP / Vendor Management System (VMS).

4. Verification of Bank Guarantees

Verification and acceptance of Bank Guarantees (BGs), wherever required as per the tender/contract, shall be carried out by the tender-issuing/floatation authority, ensuring compliance with prescribed verification procedures.

6.4 Mandatory uploading of PO related information in ITI website

It is mandatory to upload all Purchase Order (PO) / contract-related information on the ITI website in the prescribed format provided at Annexure-4.

The concerned Purchase Officer/MM Department shall ensure timely and accurate uploading of the required details.

6.5 Acceptance of PO by Vendor

The vendor shall submit a formal Acceptance Letter within the stipulated time, confirming acceptance of all terms and conditions of the Purchase Order (PO). Performance Security, wherever applicable, shall be obtained strictly as per the PO terms and conditions.

Where the PO requires submission of the Integrity Pact and/or Non-Disclosure Agreement (NDA), the PO acceptance shall be treated as valid only after these documents are submitted within 15 days of PO issuance.

If the payment terms require opening of a Letter of Credit (LC), the vendor must submit the Proforma Invoice to facilitate LC opening.

An NDA shall be mandatorily executed in contracts involving sensitive information such as trade secrets, national security-related data, end-customer requirements, financial information, client lists, or any data requiring protection against misuse or disclosure. The NDA shall be executed on stamp paper valued between Rs. 100 to Rs. 300, preferably notarised.

The Integrity Pact, where applicable based on the nature of the contract, shall similarly be executed on stamp paper valued between Rs. 100 to Rs. 300, preferably notarised.

The Contract agreement has to be signed on time for work/ service contracts irrespective of values upon receipt of acceptance by the successful bidder. All the documents as specified in the LOI has to be form the part of agreement. There should not be any alteration in any terms and conditions of the tender while signing the agreement.

6.6 Verification and Acceptance of Bank Guarantee (BG)

- a) The responsibility for obtaining bank guarantee for an adequate amount and safe custody of the same rests with the Purchase department.
- b) When bank guarantee is received, the genuineness of the same should immediately be verified by sending a letter/e-mail to the concerned bank asking them to confirm having issued the said bank guarantee for the amount specified therein and that the same is valid.
- c) Alternatively, the supplier may be asked to furnish the bank guarantee directly through the concerned bank.
- d) A specific officer nominated by the Head of Purchase department shall be made responsible for acceptance, verification and safe custody of all bank guarantees. A register towards the same should be maintained.
- e) It should be ensured that all bank guarantees are not expired and, wherever necessary, action should be taken for recovery/realization of amount before the bank guarantee expires or it should be extended before the expiry date as required
- f) Bank Guarantee in the form of e-PBG/e-BG can be accepted, if submitted by the bankers, subject to verification of the stamp in the respective Government's online portal.
- g) In case of foreign bank guarantees, the BGs received from foreign banks, authorized/recognized by RBI, in their own letterhead shall be accepted.
- h) However, verification as mentioned above in sub-para (b) needs to be ensured.

6.7 Opening of Letters of Credit

1. Opening of LC as per Delivery Requirements

Where the Purchase Order (PO) stipulates payment through a Letter of Credit (LC), the LC shall be opened only for the value corresponding to the immediate delivery schedule mentioned in the PO. LC should not be opened for the full PO value unless the delivery schedule warrants it. In case, if LC has to be opened for full PO, then as approval has to be obtained from the Competent Authority.

2. Specification of Required Documents in Draft LC

All documents required from the supplier for enabling payment—such as Pro-forma Invoice/ Tax invoice/ E- Invoice (Inland Purchases) & Commercial invoice (for foreign purchase), packing list, Bill of Lading/Airway Bill, inspection certificate, test certificates, warranty certificate & E-way Bill, etc.—shall be clearly listed in the Draft LC.

The draft LC must be checked thoroughly to avoid the need for amendments.

3. Procedure for LC Opening

Advice/instructions for opening the LC shall be forwarded to the Finance Department only after all internal procedures and approvals for LC opening are completed.

4. Avoidance of LC Amendments

Amendments to an LC should be avoided to the extent possible, as they involve additional bank charges and may lead to delays or disputes.

Therefore, accuracy and completeness of LC terms at the time of initial opening are essential.

5. Compliance with UCP-600

All Letters of Credit shall be opened in compliance with the globally accepted Uniform Customs department's Practice for Documentary Credits (UCP-600).

LC clauses must be framed accordingly to avoid discrepancies, rejections, or delays in negotiation.

6.8 Mode of Transport

- a) Any imported materials which are sensitive and materials which are time critical shall be air freighted as per terms of Purchase order / NIT.
- b) Voluminous cargo and items which can be moved slowly may be considered for transportation through ocean transport.
- c) International Commercial terms (Incoterms)- It may be followed wherever applicable for the benefit of the company.
- d) List of incoterms related to different mode of transport is available at **Annexure 5**.

6.9 Custom Clearance

- a) The Purchase Department shall be responsible for facilitating the clearance of all import consignments from Customs authorities, in coordination with the Company-appointed Custom House Agents (CHA) and Freight Forwarders or supplier's Freight forwarder and CHA.
- b) The Purchase Department must ensure timely submission of all required documents—such as invoice, packing list, airway bill/bill of lading, import licenses (if any), purchase order, Bill of Entry, LC/advance payment proof, exemption certificates, and any other statutory documents—to the CHA for smooth clearance.
- c) Depending on the Incoterms quoted by the supplier, the supplier may engage their own CHA and Freight Forwarder. In such cases, the supplier shall be responsible for complying with all obligations under the quoted Incoterms and ensuring timely clearance and delivery.
- d) The Purchase Department shall monitor the movement of consignments and coordinate with CHA, Freight Forwarder, Finance, and Stores/Logistics for ensuring timely clearance, payment of duties (if applicable), and delivery to ITI premises.

- e) Any demurrage or detention charges arising due to delays attributable to ITI shall be reviewed by the Unit Head/CGM for appropriate action. Delays attributable to the supplier shall be recoverable from the supplier as per contract terms.

6.10 Demurrage payment

Zero demurrage should be the intent of the Purchase and Finance department. In unavoidable circumstances, any demurrage charges are found payable, the shipping & clearance office shall intimate the details with full justification to the concerned purchase department for payment of the demurrage charges.

For avoiding further accrual of demurrage charges, the concerned shipping & clearance office shall arrange payment of the demurrage charges incurred and intimate the concerned purchase department for post facto approval from the competent authority as per DoP/Unit Head/CGM.

6.11 Dead on Arrivals

There may be instances where materials are received in a non-functioning state. Such receipts are to be declared as materials received dead on arrival. The quality inspection department shall inform such arrivals to purchase department without loss of time enabling purchase department to take up the issue with the respective suppliers. The scope for insurance claim settlement in such cases are remote, proper replacement supplies are to be obtained from the supplier.

6.12 Input Tax Credits

Finance Department should ensure the following:

- a) Suppliers has filed necessary return so that ITI can avail input tax credit.
- b) Finance Department to ensure all input tax credits are availed. For any assistance, the same to be followed up with the suppliers in time.
- c) To arrange Custom Duty exemption certificates, as applicable for the inputs for availing duty exemptions.
- d) To ensure availing of duty exemptions by the Governments for PSUs, R&D, Project Imports etc.,
- e) To monitor the applicable customs Duty and GST notifications from time to time as issued by the finance ministry and prepare the relevant certificates for availing duty exemptions and concessions for customs clearance of imports.
- f) Maintaining appropriate HSN codes for all items or Descriptions of the materials.

6.13 Amendment to PO

In the ordinary course, no amendment to a Purchase Order (PO) should be undertaken. However, amendments may be required due to the following reasons

- a) Change in consignee
- b) Amendment in quantity
- c) Transfer of purchase order to a different address of the same supplier
- d) Limited Changes in specification which will not impact more than 5% of contract value
- e) Extension of delivery date
- f) Short closure of the PO
- g) Changes in mode of transport
- h) Change in terms of payment
- i) Any other reasons (with justification recorded in writing)

All amendments shall be scrutinized by TEC and will be approved by the competent authority. However, in respect of the following cases, the Head of Purchase will approve the amendment to P.O without referral to TEC ;

- i. Variation in statutory levies like GST and Custom Duty not forming part of the basic price and which is applicable uniformly to all suppliers without affecting their status of competitiveness for a given purchase case.
- ii. Changes in delivery schedules if IMM/Originator agrees.
- iii. Reduction in prices by the concerned supplier on his own on the price ordered on him.
- iv. Any errors/omissions made by the purchase section in reflecting the purchase/TEC recommendation into the order can, however, be corrected by the authority who has signed the original purchase order.

6.14 Transfer of PO

Generally, a Purchase Order shall not be transferred to another firm. In such cases, the PO shall be short-closed, and fresh tendering action shall be initiated.

However, in certain specific circumstances, the name of the supplier may be changed as follows

- a. Change of Name / Merger / Amalgamation
Where the original company has undergone a name change, merger, amalgamation, or sale, the PO may be transferred to the new legal entity after obtaining:
 - i. Attested copies of statutory documents issued by competent authorities (e.g., Registrar of Companies), or
 - ii. A duly executed Novation Agreement

b. Execution through Authorized Dealer/Distributor/Associate/Subsidiary

If the original supplier requests that the PO be executed by its:

- i. Authorized dealer
- ii. Authorized distributor
- iii. Associate company
- iv. Subsidiary company

then such transfer may be permitted, subject to: "Submission of a proper notarized undertaking from both entities, confirming the business relationship (authorized dealer/distributor/associate/subsidiary) and acknowledging responsibility for execution.

c. Conditions

- i. Transfers for any reason other than (a) or (b) above are strictly not permitted.
- ii. In cases covered under (a) and (b):
 - 1. The revised PO must be issued at the same rates, terms, and conditions as the original PO.
 - 2. No alteration in price or commercial/technical terms is permitted.
 - 3. It must also be ensured that the transferee entity had not participated in the original tender, and was not evaluated during bid processing.

d. Short Closure

Except in cases covered under (a) and (b), the original PO shall be short-closed, and a new tendering process shall be initiated as per rules.

All such PO transfer cases must obtain approval from the same competent authority that approved the original PO

6.15 Short closure of PO

A purchase file can be short-closed on the following grounds: -

- a)** In case the balance quantity of items ordered pending for supply is no longer required by the indenting department, with the concurrence of the supplier.
- b)** If the supplier informed the difficulty in supplying the balance quantity which is not significant in quantity and not required by the indenting department.
- c)** If the supplier shows the difficulty to supply the balance quantity and the left over quantity is required by the indenting department, the file on the supplier can be short closed and action for procurement of the left quantity can be done through any other alternative purchase order or through fresh tendering process and the risk purchase cost to be charged on defaulted vendor by taking approval of original PO placement authority.

- d) A purchase file can be short-closed with the recommendation of TEC & approval of the competent authority in line with the amended PR if applicable.
- e) All the closed or short-closed purchase file should be kept safely under proper records.

All closed purchase files should be traceable for a period of 3 years from the date of closure.

6.16 Cancellation of PO

The company reserves the right to cancel the order with 15 days' notice without any financial liability in the event of any of the following, which shall be reflected in the tender documents.

- a. Spurious supplies
- b. Time expired supplies
- c. Adulterated supplies
- d. Supplies inferior to the quality standards
- e. Repeated delays in deliveries
- f. Repeated rejections
- g. Reasons as deemed fit for the company
- h. Demanding extra charges during AMC period
- i. Other reasons, if justifiable

Cancellation of PO will be done by after recommendation of TEC and approval of competent authority.

6.17 Return of Bank Guarantee

- a) Bank Guarantee for contract performance covering delivery obligations as well as warranty shall be released after fulfilment of contractual obligations and obtaining a certificate from the user department to this effect. If there is no warranty claim within the warranty period and in the absence of any certificate from Indenter to this effect, the bank guarantee may be released after a period of twelve months from the date of completion of warranty period without insisting for a certificate / remarks from the user department.
- b) If any claim exists during warranty period and such claim is not informed by the Indenter (user department) to purchase department within the warranty period, then the sole responsibility to lodge the claim rests with the user department.
- c) Bank Guarantees shall be returned after a confirmation from the indenter (User department) regarding no pending obligation as per NIT/PO.

6.18 Invocation of Bank Guarantee

In case, decision is taken for invoking the bank guarantee, the action shall be initiated at least one month before the expiry of the subject bank guarantee. The written demand shall be made through Registered Post with Acknowledgement Due / Speed Post / Courier / email on the Bank

who had issued the Guarantee with its copy to the Head Office of the Bank. If payment is not received, as a last resort, the case may be handed over to the Legal Department well in advance for taking legal action.

6.19 Closure of Purchase files

By submitting all the relevant documents to the satisfactory of Head of Purchase Department that all the transactions in a particular file, including completion of statutory requirements have been completed and no refund is resulted during the transaction etc., he can approve closure of the purchase file. However, purchase files of the following nature shall not be disposed of:

- Pending vigilance cases
- Pending insurance claims
- Pending against advance payments
- Pending legal cases
- Pending audit queries
- Pending committed services/supply

Head of the Purchase Department shall satisfy himself, that the purchase file is clear in all aspect and approve closure of the purchase file.

6.20 Disposal of Purchase files

- a) Purchase files pending transaction/clearance of the areas as indicated in previous clause shall not be disposed of.
- b) Purchase file is stated to be closed when the order/contract has been completely executed and all related transactions are closed with no claim pending from either side. All closed purchase files after meeting the requirements indicated at previous clause shall be disposed off after three years or as per latest approved Record Retention Schedule (RRS) policy from the time of closure of the file or,
- c) On completion of all activities against a contract, the purchase file should be preserved for a period as per statutory norm in the record room or till applicable retention period and disposed off after expiry with the approval of the Unit/Plant/MSP Head.

6.21 Close monitoring system for timely execution of PO/ WO

A dedicated supervisory team may be deployed for periodical monitoring of timely execution of milestones of the WO/PO.

6.22 Work Completion Document

Each project should be closed with project completion report bringing out the salient milestones of physical and financial activities, assets created, technology acquired, details of custodians of various documents, lessons learned and suggestions if any for future Project .

CHAPTER 7

INWARD GOODS STORES

7.1 Definition

The Inward Goods Stores in Plants is a transition store, which will act as a bridge between the external agencies such as Suppliers, Cargo Movers etc., and the company, in handling the materials. It also interacts with the Clearing Sections, Inward Goods Inspection Department, Materials Planning, Main Stores and Purchase Department etc.

7.2 Receipt

All materials ordered for plants shall be received by the Inward Goods Stores, on proper documentation as called for in the respective purchase orders. The Inward Goods Stores shall maintain proper records for the receipt and disposal of the materials in the Inward Goods (IG) Stores, on a day-to-day basis. It is mandatory for the user to make an entry in the Daily Receipt Store (DRS) and Inwards Goods Advice (IGA) may be issued against the issued Purchase Order/Purchase Confirmation.

7.3 Verification

- a) All consignments received in the IG stores shall be visually checked to confirm that no damage (external & internal) has happened during transit/at the time of receipt in the IG stores. In the event of damages noticed in the external structure of the consignment, the same has to be immediately reported to Purchase Department for remedial measures such as lodging of claims with underwriters, claiming with suppliers, claiming with cargo movers etc., as the case may be.
- b) IG shall also verify that all delivery documents are received along with consignment duly endorsed with endorsement of security pass-in wherever necessary, and information on weight and number of cases and other relevant markings are available.
- c) Wherever possible, the consignment received should be checked by the authorised officer (IG) for correctness of quantity, markings etc., as per the Purchase Order and the delivery documents. For this purpose, a copy of the purchase order will be sent to Inward Goods Stores by Purchase Department.

7.4 Acceptance of consignments

Inward Goods Stores shall be responsible to receive all materials from external agencies with proper acknowledgement. The IG stores can endorse the acknowledgement with proper wordings (standard format to be obtained and each officer from MM and IG may be signed) as subject to verification and authentication on quality and quantity as specified in the purchase order.

7.5 Registration

The details of all consignments received in the IG stores shall be registered in proper register/online system available in ITI for further processing. The IG stores shall prepare Receipt Documents such as INWARD GOODS STORES ADVICE NOTE or as other documents as the case may be. The details of receipt documents shall be properly endorsed in the register maintained for receipt of materials.

The receipt document shall contain details of materials received, purchase order, date of receipt, relevant dispatch documents such as delivery challan, invoice number, Airway Bill (AWB)/Lorry Receipt (LR) details etc.,

An advance copy of the receipt documents shall be forwarded to the Purchase Department on a daily basis under acknowledgement.

The materials received along with the receipt documents shall be moved to Inward Goods Inspection Department for quality and other checks on a daily basis under acknowledgement.

The material (For Production/Revenue/Capital Items) must be procured through a purchase order issued by MM department or Letter issued by any HOD/User Department/R&D. The same shall be referred for issuance of the IGA, including procurement through Imprest or any special advance of Rs. 5000/- and above on case to case basis, regular practice may be avoided.

7.6 Disbursal of materials

On receipt of materials back from Inward Goods Inspection Department, the materials need to be moved to Main Stores along with the copies of the receipt documents, on a daily basis. Under no circumstances, the materials for which the quality check is over, shall be kept in the Inward Goods Stores.

Rejection of materials, if any, need to be moved to Rejection Materials Stores/Rack/Bin under the safe custody of IG Stores immediately.

The Unit/Plant Head can constitute a committee to review the use of rejected material, if not affecting the quality and will be accepted by the end customer with no financial implication to Company. The verdict of the committee in respect of the use of rejected material will be final.

If the committee decides that the material cannot be accepted, then supplier is to be informed through e-mail to pick up materials within 14 days at his own cost failing which demurrage should be imposed on supplier.

7.7 Demurrage for Rejected Material

Rate of demurrage charge on supplier for rejected material is 5% of the material value per month in case of a unit and 10% of the material value per month in case of a project. If material is not picked up by the supplier within two months, the supplier will have no right on the material and it will be disposed off on as is where is basis. This condition needs to be included in the RFPs/POs issued by the company. Demurrage calculation will be done effective from expiry of 14 days from

the date of sending e-mail information to the supplier to pick up the rejected material. This condition needs to be included in the RFPs/POs issued by the company.

7.8 Distribution of Receipt Documents

The receipt documents shall be distributed as under

- a)** Two copies to Main Stores along with the materials
- b)** Two copies to Finance Department (one for material accounts and other for Finance Accounting purpose)
- c)** One copy to Purchase Department
- d)** One copy to Rejected Materials Store
- e)** One office copy

7.9 Process implementation in ERP/VMS System

Any of the above activities as and when implemented in ERP/VMS etc., the entries shall be made as per the SOP of such IT system.

CHAPTER 8

PAYMENTS

8.1 Mode of Payment

All payments shall be made only through electronic (E-Payment) mode. The payment conditions must be mentioned in unambiguous terms in all tenders.

8.2 Advance Payment

Ordinarily, payment for services rendered or supplies made shall be released only after the services have been rendered or supplies made. However, it may become necessary to make an advance payment in the following cases:

- a) Advance payment demanded by the bidder for maintenance contracts such as servicing of AC, Computers, other costly equipment etc.
- b) Where envisaged earlier and decided to provide advance payment, the quantum should be incorporated upfront in RFP.
- c) For the procurement of production items advance payment may be given in exceptional cases and through online platforms (i.e. Digikey, Mouser and GeM Portal etc.) without PBG with the approval of the competent authority.
- d) For procurement of Revenue/non production/R&D /Capital items prior to releasing any advance payment, against the milestone for I&C payment and warranty payments, a Bank Guarantee equivalent to 110% of the advance amount must be obtained from the supplier/vendor against the Purchase Order.

8.3 Verification & Certification of suppliers' Bills

Upon receipt of supplier invoices, the Purchase Department shall:

- a. Obtain certification from the User Department regarding receipt, acceptance, and compliance of supplies/services.
- b. Scrutinize the bills for correctness and compliance with all PO terms & conditions.
- c. The bill certification should cover the verification of work measurement (Measurement Book), applicable of LD, SLA and any other conditions involving recovery for any deficiencies in complying with the contract conditions.
- d. After proper certification, forward the complete set of documents to the Finance Department for arranging payment as per guidelines of Centralised Finance.

8.4 Timely payment

- a. The Purchase Department shall coordinate with IGA/Quality Inspection, the User Department, and the Finance Department to ensure smooth movement of documents and timely release of payments.

- b. Finance Department shall process payments on a first-come, first-served basis, ensuring compliance with PO payment terms. In exceptional or priority cases, payments may be expedited by Finance upon justification submitted by the Purchase Department.
- c. Finance Department shall provide a fortnightly payment status report to Purchase, including pending and completed payments, to enable monitoring by the Head of Purchase.
- d. All payments released must be updated in the VMS by Finance on daily basis for monitoring purposes.

8.5 Single window agency at the Plant

Each Plant Unit shall designate a Single Window Agency, headed by a senior officer, to monitor:

- a. Pending vendor payments
- b. Recovery of dues from vendors
- c. Issues arising from rejected materials, advance payments, or related matters

The Single Window Agency shall submit a monthly report to the Head of Purchase, with a copy to the Plant Head.

8.6 Payment of bank charges

Bank charges, including LC establishment charges and interest, shall ordinarily be borne by the supplier. However, based on tender requirements or specific procurement conditions, these charges may be negotiated on a case-to-case basis with the approval of the competent authority.

8.7 Payment to MSMEs

As per Government directives, all payments to Micro and Small Enterprises (MSEs) shall be made within 45 days from the date of submission of bills, after receipt and acceptance of materials/services, otherwise it will attract additional interest as per MSME guidelines.

CHAPTER 9

STORES MANAGEMENT

9.1 Receipt of Materials

Documents for receiving materials in Main Stores shall be the relevant passed Inward Goods Advice (IGA) Notice, Materials Transfer must be through Store Requisition/Stores Return Note, Delivery Tickets and SSU. No material shall be received in the Main Stores without proper documentation.

9.2 Verification of Materials

The Stores in charge shall check and tally physically the material received vis-a-vis the details given on the relevant document for correctness of code, quantity to be received in the Stores, packing list and details, acceptance by the corresponding inspection authorities, way bills, Invoices / Bill of Entry etc. On receipt of the materials, the store's personnel shall endorse the receipt on the corresponding documents and distribute the copies as per the instructions in the documents.

9.3 Storing of Materials

The Main Stores should have proper spacing and allocations for storing the materials in a systematic manner. The location of each material has to be properly recorded in the documents for easy accessibility. On receipt of materials in the main stores, the same have to be located properly and endorsed in the documents concerned, on a day to day basis. No material shall be lying unlocated. In case of exigencies, the materials may be transited directly to the work location (safe location) with proper documentation at the earliest possible. The main stores shall be safely locked and controlled by the stores in charge in a disciplinary manner.

9.4 Preservation

- a) Materials received in the Main Stores need to be kept and preserved properly to avoid any sort of deterioration.
- b) The concept of FIFO (First-In-First-Out), after considering the shelf life of the materials, if any, to be strictly followed.
- c) Materials required protection from heat/cool, as the case may be, preserved properly. Necessary refrigeration facility needs to be ensured in the Main Stores.
- d) Ferrous materials, if any, have to be prevented from rusting by coating them with rust preventing mechanisms.

9.5 Issuance of Materials

- a) Materials from the Main Stores shall be issued only against Store Requisition/documents approved by the HoD.
- b) Issuance of materials has to be properly endorsed in the documents concerned and distributed to the agencies as marked in the documents on a daily basis for proper accounting by the Store/Planning Head and quarterly to the Materials Account Department of finance department.

9.6 Updating of store records and distribution of documents

All stores transactions will be properly recorded in the documents concerned enabling to access daily stock position. Copies of all receipt and issue documents shall be preserved for record purposes.

9.7 Stock Verification

Stock of all materials needs to be physically verified quarterly basis by the Internal Audit and compared with the documents concerned. All deviations have to be corrected under cover a Stock Correction Advise Note. Major deviation, if any, has to be reported to the Plant Head for settlement.

9.8 Perpetual Inventory / Stock Verification

Apart from the periodical physical stock verification by the Internal Audit, the Stores in-charge shall make arrangements for random verification of the materials which are fast moving items periodically to have control over the stores transactions. Discrepancies, if any, need to be corrected then and there with the approval of the Head of the Department of the Stores.

9.9 Preservation of Stores Documents

All Stores Documents are to be preserved for a minimum period of three years or till the completion of the respective project (or as per ITI Record Retention Policy) after receipt of material, to have cross-checking of discrepancies, if any, noticed during Annual Stock Verification by Internal Audit and other auditing agencies.

9.10 Codification of Stores

Separate Stores codification can be done for different types of projects, capital items, differentiation between production, non-production, consumables materials etc., with proper documentation. Such codification has to be informed to all departments of the Plants for awareness.

9.11 Hazardous Waste Accumulator/Storage Area

1. Each Unit shall designate an appropriate Central Hazardous Waste Accumulator / Storage Area for storing hazardous wastes generated during operations, prior to their collection for treatment, recycling, or disposal. The following requirements shall be ensured:
 - a. The accumulator/storage area must be kept locked or secured against unauthorized entry. A separate fence is not required if the location is already within a restricted access zone.
 - b. All containers shall be clearly labelled with the appropriate hazardous waste labels.
 - c. Proper signage such as "Hazardous Waste Storage Area" and "No Smoking" shall be prominently displayed.
 - d. Weekly inspections of the area shall be conducted using the prescribed inspection checklist.
 - e. Adequate aisle space must be maintained to allow unobstructed access for personnel, fire-fighting equipment and other emergency or safety equipment.
2. The following emergency and safety equipment shall be readily accessible, in working condition, and tested at regular intervals:
 - a. Internal communication or alarm system capable of providing immediate emergency instructions to personnel.
 - b. Telephone or hand-held two-way radio for contacting local/emergency responders.
 - c. Portable fire extinguishers and fire-fighting equipment, including special extinguishing media (foam, inert gas, dry chemicals, etc.).
 - d. Fire hydrants or other water sources (reservoir, storage tank, etc.) with adequate pressure/volume; foam equipment, sprinkler or water spray systems, wherever applicable.
 - e. Spill control equipment.
 - f. Secondary containment arrangements for liquid hazardous wastes.

CHAPTER 10

INVENTORY MANAGEMENT

10.1 Inventory

It means any material, component or product that is held for use at a later time; it includes Raw Materials, WIP (Work in Progress) and finished goods which are stored at the Warehouse for regular production / run the production.

- a) In a production oriented organization, inventory control plays an important role, as about 70% of the expenditure is measured on Materials. Efficiently controlled inventory is considered as the economical backbone of a production plant as it reduces excess of requirement to avoid inventory carrying costs.
- b) There shall be an approved Bill of Materials for each scheduled production item. The Bill of Material (BoM) for each product shall be closely monitored for production of each approved and scheduled to be produced product.
- c) Before scheduling to manufacture a product, the BoM needs to be monitored and to be planned for a balanced material procurement. Accordingly, ABC classification will be opted separately for each product. For classifying the materials in ABC classification, the following shall be opted as norms

Class A Materials: Accounting 70% of the procurement value and representing 10% of the items in number

Class B Materials: Accounting 20% of the procurement value and representing 20% of the items in number

Class C Materials: Accounting the balance 10% of the procurement value and 70% representing of the items in number.

(C-Class materials may be procured considering the Minimum Order Quantity (MOQ)/ Special Packaging Quantity (SPQ) to avoid unnecessarily high rates for the low quantity.)

10.2 Norms on Inventory Holdings

a) Raw Materials & Components

Classification	Nature of Item	Procurement Criteria
A Class	Imported	2 Months of the annual requirement
	Indigenous	1 Month of the annual requirement
B Class	All	3 Months of the annual requirement
C Class	All	8 Months of the annual requirement

- b) Work-in-Progress - 1.5 months of production
- c) Finished Goods - 1 month of sales

Note:

- i) Obsolete and Last Time Buy (LTB) items are exempted from the above inventory norms.
- ii) Long lead items are also exempted from the above norms but their inventory restricted to Stock equivalent to lead time with 15 days' safe period.
- iii) For obsolete products, requirement for work in progress schedules need to be met by routine purchases. Stock for six months of such items can be considered for procurement and storing. Alternate items are to be identified within six months.

10.3 Long Lead Time Items

Purchase Department is to advise the Materials Planning Department about the items with long lead time based on experience and advise them for originating PR of such items to avoid any delay in production.

10.4 Dormant Items

Items which are not required for the current production and not required further due to production discontinuation/absence of market demand of a product/change in design etc.,

Such dormant items have to be identified by the Material Planning Department, put up to the Unit Management for information for further disposal. A circular has to be issued to the other plants for identifying the requirement of such items for their production. If the items are not required by any of the plants, disposal of such items can be initiated at plant level.

10.5 Slow Moving Items

Items where the opening stock for the financial year is more than previous year's consumption are classified as slow moving items. Material Planning department has to keep a watch of such items, on yearly basis. Based on the production plan, the material planning department has to ascertain the requirement for the years ahead based on the open stock to fulfil further material planning.

As in the case of dormant items, other plants can also be in touch for confirming the requirement of such slow moving items. If required, a part of the stock can be moved to the required plants on Store to Subsidiary Unit (SSU) basis.

10.6 Introduction of Casual Codes:

A casual code will be introduced during introduction of any new item. Even such casual codes for the new items, shall be regularized to regular ITI codes within one year of their introduction.

10.7 Identification and Segregation of Dormant, Slow Moving Items

The dormant, slow moving items should be disposed off for having better inventory control. A standing committee at appropriate level at Unit / MSP should be formed for disposing the dormant and slow moving items. The standing committee should meet periodically, at least once in the 1st week starting of every quarter, to analyse the position on dormant and slow moving items. The standing committee shall prepare list of dormant and slow moving items, separately and review in each meeting regarding progress made in utilizing such items or disposing the same, as the case may be.

The following guidelines may be made use by the standing committee while decision making;

- a)** Committee will be solely responsible to circulate the correct list of dormant and dormant items among all plants/units to ascertain the usage of such items among the plants. Cross linking of codes for each items across various technologies/ projects/products for a given family items to be made before circulating the list. If cross linking of codes is not possible by the standing committee, the usage of the items could be explored by indicating the full description of the items as per ITI stores records and the manufacturers' part number for cross linking the codes by different plants.
- b)** The dormant and slow moving items not usable by any of the plants have to be separated physically from the active stock and stored separately in a separate store head. Work will be conducted by respective store manager as per the instruction of the committee.
- c)** Committee will circulate the list of such items to the Materials Planning Department periodically to avoid issuing afresh purchase requisitions for such items.
- d)** Committee will inform purchase department suitably regarding availability of such items in dormant/slow moving stores to avoid fresh purchases.
- e)** Committee will interact with Marketing Department /Technical Department to explore the possibility of manufacturing products by using such dormant/slow moving items within the plants or among the plants based of market requirements.
- f)** Committee will decide along with store Manager to separate the excess raw materials that are no more required for current production and keep them in the stores meant for the dormant and slow moving items.

CHAPTER 11

VENDOR REGISTRATION

11.1 Registration Process

a) Eligibility for Registration

- i. Any firm, registered in India, that is in the business of manufacturing, stocking or marketing of stores or an ITeS integrator or operator of services of specified categories, shall be eligible for registration as per the general or specific invitation of such registration from time to time.
- ii. Where registration is granted based on partly outsourced arrangements or agreements, it shall be the responsibility of the registered unit, to keep such arrangements or agreements renewed or alive at all times.
- iii. Vendors shall submit the application form, complete it in all respects along with the registration fee. However, the Government organizations, MSME Start-ups suppliers registered with NSIC / DIC etc. shall have relaxed criteria. The intending vendor shall submit required documentary proof.
- iv. Standard formats for Vendor Evaluation Questionnaire (VEQ) are available at **Annexure-7 & Annexure-8.**

b) Registration

- i. The Vendor Registration section of Plant shall deal with the Vendor development and its related activity. As a policy of ITI Ltd., vendors are valued business associates and therefore all possible encouragement steps are taken to widen vendor base to enable the company to have most efficient partners to offer most competitive rates and services.
- ii. Although Vendor Registration is an ongoing process but the same is specially considered under the following circumstances: (i) Whenever a new product, equipment, material and or service is required for any of the projects undertaken or being undertaken, on projecting the requirement for sourcing, selecting or registering (if recommended) by Design, Planning and or user departments. (ii) On recommendations from the concerned Design Department or Indenting Department (iii) When there are no registered vendors or on account of deletion of existing vendors for the subject commodity or due to any other reason.
- iii. In respect of registered firms, the technical capability like manufacturing and quality control facility, past performance, facility for after sales services, market standing, managerial resources and competency and financial capacities like sound financial standing, with copy of annual accounts, tax return etc, capacity, reliability, bonafides, not insolvent, not have its business activities suspended, , non-subject to criminal proceedings due to professional misconduct are checked at the time of registration,

which is granted for specific items and specifications and incorporates the assessed capacities. Procurement of stores should normally be made from registered manufacturers or suppliers in case of limited tenders.

- iv. The details of the vendor viz., Name and complete address of the firm, together with Phone no., e-mail & website address, products and the supplier code number etc., shall be recorded in the Register of Vendors Data Base. The details of registration to include MSME status and ownership details such as SC/ST as per guidelines of Ministry. In order to facilitate e payment to the sellers, information about name of beneficiary, bank account number and IFSC code of the receiving bank to be taken from the firms / vendor seeking registration
- v. Vendor development cell (VDC), upon fulfilment of all the conditions prescribed for registration by the vendor, shall put up a proposal for the approval of the competent authority through the departmental hierarchy. The Competent authority for approving the application for registration and granting registration is as per DoP. Approval should be taken only after the application is screened by the Vendor development cell and VDC can take the help of technical persons from respective field while examining the application
- vi. The period of validity of registration shall normally be 3 years unless specified in the Certificate of Registration. However, all the conditions of registration are mentioned in the registration inviting process from time to time in an open and transparent process.

11.2 Renewal of Registration

The Registered vendors are required to renew their registration before expiry of the existing registration. The renewal of registration may be considered for approval by the competent authority after review of the performance of the vendor during the validity of the registration.

Registration of new vendors or renewal of vendor registration for Goods & services shall be done and unique no. is allotted. (a) Inclusion of Additional Items (b) Expansion of Scope shall be general feature of such Registrations. It will be considered depending on merit of each case and proof of experience or supply in the new line. After approval an addendum to registration certificate will be issued.

11.3 Premature Termination of Registration or Removal of Names of Vendors from Approved List of Vendors or Contractors or Suppliers:

The registered vendors are liable to be removed from the approved list of vendors, when:

- a) Fails to abide by the terms and conditions under which the registration has been granted and for failure to inform ITI of any change in their status such that they no longer meet the registration qualification criteria.
- b) Makes any false or misleading information or declaration and knowingly sent copies of forged documents which got detected at a later date
- c) Supplies stores of inferior quality/Renders services of inferior quality than the contracted ones
- d) Fails to execute a contract or failed to execute it satisfactorily
- e) Is declared bankrupt or insolvent
- f) Fails to submit the required documents or information for renewal of registration, where required,
- g) Barred or blacklisted by Government Agencies or Statutory bodies, other Shipbuilding Yards, PSUs or with whom commercial transactions have been suspended for sufficient and justifiable reasons.
- h) Any other firm or company having same Promoters or Directors or Partners as the barred or blacklisted Company as per para (h) above for the duration for which the barring or blacklisting of sister concern persists.
- i) Vendors who had fraudulently dealt with the company for pecuniary gains or had connived with anyone for mutual benefit.
- j) Vendors who knowingly collude to defeat competition with the aim of deriving undeserved profit or gain from doing business with ITI.
- k) If the CBI/CVC/C&AG or Vigilance Department of the Company or any other investigating agency recommends such a course in respect of a case under investigation.
- l) Any other ground which, in the opinion of the registering authority, the retention of the vendor's name in the list of registered vendors is not in the interest of the company.

11.4 Suspension of Business Dealings with Vendor:

In case of vendors falling under any of the above categories, HOD-Purchase gives a written warning to the defaulting vendor(s), giving him or them an opportunity to explain his or their delinquencies and to improve upon the performance. Based on the periodical review of performance of the registered or not registered vendors, they can be placed under temporary suspension of the dealings, or for revocation of the registration for the reasons mentioned above

or any other reasons attributed to the vendors. It is the responsibility of the dealing section to initiate de-registration procedure in all cases and to follow it up to its logical conclusion. The order of suspension shall specify the period of suspension.

A copy of the suspension order will be referred to Vendor Registration Section for placement in the concerned Vendor's file and to deactivate the Vendor's registration by removing the Approved Vendor Status in the ERP Vendor Data Base till the completion of the suspension period as per DoE Guidelines. Post completion of the suspension order, the Vendor Registration Cell would reinstate the vendor at the advice of the concerned department.

11.5 Revocation of Orders:

In order for suspension passed for a certain specified period shall be deemed to have automatically revoked on the expiry of the specified period and it will not be necessary to issue a specific formal order of revocation, except that an order of suspension passed on account of doubtful loyalty or security considerations shall continue to remain in force until it is specifically revoked.

Suspension order may, on a review, be revoked by the competent authority, if it is of the opinion that disability already suffered is adequate in the circumstances of the case.

11.6 Action against default vendors:

In case of any dispute between the vendor and M/s ITI Limited, the matter may be resolved through dispute resolution mechanism. In case the matter is not resolved and it is found that the vendor is at fault, an appropriate action is to be taken against the default vendor as per **Annexure-9**.

CHAPTER 12

DISPOSAL OF SCRAP ITEMS, OBSOLETE AND UNSERVICEABLE EQUIPMENT, CAPITAL GOODS

12.1 Introduction

The Company accumulates scrap items over a period of time due to obsolescence of products, outdated capital equipment, machinery no longer in use, and other unserviceable materials. Proper procedures shall be followed for their identification and disposal.

12.2 Authority

Unit/Plant/MSP Heads are empowered to approve disposal of scrap, with concurrence of Corporate Management. While exercising this authority, the following shall be ensured:

- a. Scrap material shall be disposed through MSTC e-auction (FA) or through open bids (through Uniwizard, GeM Portal) in accordance with administrative ministry guidelines and commercial suitability of ITI Limited where MSTC e-auction is not feasible.
- b. Routinely generated scrap with monetary value but not suitable for MSTC auction (e.g., production waste, canteen waste, stationery waste, etc.) may be disposed through local tender, preferably on an annual contract basis, following the procedure in Clause 12.5.
- c. All disposal activities shall comply with Government instructions related to e-waste, hazardous waste, and other applicable environmental regulations.

12.3 Standing Committee

A Standing Committee shall be constituted for identifying scrap materials. The Committee shall include:

- a. Technical experts from relevant areas to propose items for scrapping
- b. Representatives from Finance, Purchase, and Audit Departments.
- c. The User Department owning the equipment/material shall function as the Convenor and ensure that non-useful/waste materials are scrapped without pilferage.
- d. Committee member levels shall be as per DoP, based on book value of the material.
- e. If an appropriate-level officer is not available, approval of the Unit Head/Functional Director shall be obtained with recorded justification. (Inclusion of higher-level officers requires no justification.)

12.4 Standard Operating Procedure (SOP) for Scrap Disposal

The following procedures shall be followed prior to initiating scrap disposal:

- a. The Standing Committee shall meet periodically to identify potential scrap items and prepare a detailed list containing item description, ITI codification, store references, etc. The list shall be circulated to all Units/Plants/MSPs to confirm whether any item is required elsewhere before declaring it scrap.
- b. The Committee shall recommend segregation of materials into appropriate categories—electronics waste, metal waste, hazardous waste, etc.
- c. Residual value of materials shall be ascertained and recorded.
- d. The Committee shall record both the original procurement value and residual value of each item. If original procurement value is unavailable, the Committee shall record this fact and arrive at a written-down value (WDV).
- e. The Committee shall recommend a reserve price for each item and record it.
- f. Reasons for premature scrapping (if applicable) must be clearly documented.
- g. Where reserve price cannot be reasonably fixed, an IRDA-approved valuer may be appointed. The Reserve Price Committee shall consider the valuer's report while recommending reserve price.
- h. Based on the Committee's recommendations, Unit Heads may approve the proposal to declare items as scrap.
- i. Before initiating disposal action, the Standing Committee shall obtain approval from the Unit/Plant/MSP Head as competent authority.
- j. The Unit/Plant/MSP Head shall forward the complete scrap proposal and supporting documents to Corporate Management for concurrence before disposal action is undertaken.
- k. After approvals, the list of scrap items with quantity and reserve price shall be handed over to MSTC (or the designated e-auction agency) for conducting auction

12.5 Disposal Procedure of routinely generated Scrap:

For routinely generated scrap with monetary value that cannot be auctioned through MSTC, such as: production waste, canteen waste, stationery waste, miscellaneous non-auctionable scrap, the following procedure shall apply:

- a. The Unit/Plant/MSP Head shall constitute a Committee at Division/Department level.
- b. The Committee shall identify and declare such items as scrap and submit its recommendations to the Unit/Plant/MSP Head.
- c. The Unit/Plant/MSP Head shall approve disposal of the items through local tender, preferably through an annual rate contract.

12.6 Compliance with Director (Production) Instructions

In addition to the above guidelines and procedures, all Units/MSPs shall strictly adhere to any instructions, directions, or clarifications issued by the Director (Production) on scrap disposal matters, in accordance with the Delegation of Powers (DoP).

CHAPTER 13

VENDOR DEBARMENT / BLACKLISTING

13.1 Objective

This policy establishes a transparent, uniform and legally compliant framework for suspension, debarment, or blacklisting of vendors / suppliers / contractors for misconduct, fraud, non-performance, or breach of contractual obligations.

13.2 Scope

Applicable to all vendors, contractors, service providers, consultants, channel partners, and business associates participating in procurement/Works or any commercial activities of ITI Limited.

In case any default is committed by a bidder/ vendor/ contractor, effort need be made to notify him and give him chance to present his view point i.e. hear his side. Adequate opportunity of hearing should be given and the explanation, if tendered, should be considered before passing any order keeping in view the facts and circumstances of the case.

In case his explanation is not found satisfactory then action need be taken to safeguard the interest of ITI and prevent participation of fraudulent/ non-performing vendors to ensure smooth operations of our procurement process.

13.3 Grounds for Suspension / Debarment / Blacklisting

A vendor may be blacklisted/debarred for reasons including, but not limited to:

- a. Submission of false/forged documents, certificates, or information.
- b. Fraudulent, unethical or corrupt practices, including bribery and collusion.
- c. Breach of contract, persistent delays, major quality failures, or non-performance.
- d. Refusal to accept Purchase Order, or abandoning work without justification.
- e. Repeated defaults such as rejection of materials, warranty failure, or service lapses.
- f. Litigation or proven criminal activity affecting business integrity.
- g. Any act causing financial loss, reputational damage, or security concerns to ITI

Action against default vendors:

In case of any dispute between the vendor and M/s ITI Limited, the matter may be resolved through dispute resolution mechanism. In case the matter is not resolved and it is found that the vendor is at fault, an appropriate action is to be taken against the default vendor as per **Annexure-9**.

13.4 Principles

- a. Blacklisting shall be a measure of last resort.
- b. Vendor must be given fair opportunity to respond (natural justice).
- c. Decision shall be speaking, reasoned and documented.
- d. Duration of debarment must be proportionate to severity.

13.5 Procedure for Vendor Blacklisting

a. Identification of Misconduct

- i. Misconduct may be reported by MM, User Department, QA, Finance, Audit, IEM or Customer.
- ii. A preliminary scrutiny shall be done by the Head of MM / Unit Head.

b. Issue of Show-Cause Notice

A Show-Cause Notice (SCN) shall be sent to the vendor stating:

- i. Alleged misconduct/violations
- ii. Supporting facts, documents & evidence
- iii. Opportunity to submit written response within 15 working days
- iv. Intimation that non-response may lead to blacklisting

c. Vendor Response & Hearing

- i. Vendor may submit clarification and supporting documents.
- ii. Personal hearing / virtual meeting may be allowed (if required).

d. Examination by Blacklisting Review Committee

A Blacklisting Review Committee (BRC) shall examine:

- i. Vendor's explanation
- ii. Contract records, performance history
- iii. Legal/financial implications
- iv. Whether misconduct is minor, moderate or severe

Composition of BRC (minimum 3 members):

- HoD – MM (Chairperson)
- HoD – Finance or Representative
- HoD – User Department / Technical Wing
- Vigilance Representative (for integrity-related cases) – as required

e. Recommendation to Competent Authority

BRC shall recommend one of the following:

- i. Warning

- ii. Temporary suspension
- iii. Debarment/blacklisting for defined period
- iv. Permanent blacklisting (only in severe cases such as fraud)
- v. Closure of case (no action)

f. Order by Competent Authority

Unit/Plant Head or Functional Director (Corporate) shall approve the final order as per DoP. The order shall clearly specify:

- i. Grounds
- ii. Duration
- iii. Implications
- iv. Effective date

g. Notification & ERP Blocking

- i. Vendor shall be informed in writing.
- ii. Vendor status shall be updated in ERP/VMS as “Blacklisted/Debarred”.
- iii. All Units/MSPs shall be notified to block further business.

13.6 Period of Debarment

Unless otherwise decided based on severity:

- a. Minor Default / Repeated Delays: 6–12 Months
- b. Standard Blacklisting Period: 1-2 Years
- c. Major Fraud/ Forgery / Corrupt Practices: 2-3 Years
- d. Severe Security or National Interest Violations: Permanent Debarment

Duration may be modified by Competent Authority depending on case merits.

13.7 Effect of Debarment

Once debarred:

- a. Vendor cannot participate in any tender / RFQ / RFP.
- b. All ongoing bids may be cancelled/rejected.
- c. Existing contracts may be terminated, if justified.
- d. Performance BG/SD may be encashed as per contract terms.
- e. Vendor shall be removed from approved vendor lists.

13.8 Right to Appeal / Review

- a. Vendor may file an appeal within 30 days of receiving blacklisting order.
- b. Appeal shall be reviewed by a higher authority (one level above the approving authority).
- c. After the debarment period, vendor may apply for reinstatement with supporting justification.

13.9 Record-Keeping & Confidentiality

- a. MM Department shall maintain a Vendor Blacklist Register.
- b. Copies of SCN, replies, minutes, evaluations and final order must be filed.
- c. Sensitive information must not be disclosed outside the organisation to avoid reputational/legal risks.

13.10 Relationship with Other Policies

This policy shall be read with:

- a. Delegation of Powers (DoP)
- b. Procurement Manual
- c. Integrity Pact Guidelines
- d. Government of India CVC/MoF/MoD/DPIIT instructions
- e. GFR 2017 provisions on debarment

13.11 Special Provision: Suspension Pending Investigation

If immediate risk exists (safety, fraud, security), vendor may be temporarily suspended pending investigation, with approval of Unit Head/Director.

13.12 Centralized List

Corporate MM shall maintain a centralized list of blacklisted vendors to ensure pan-ITI enforcement across all Units/MSPs.

SAMPLE PROCUREMENT TENDER DOCUMENT



ITI LIMITED

(A Government of India Undertaking)
Registered & Corporate Office
ITI Bhavan, Dooravaninagar
BENGALURU – 560 016
KARNATAKA
INDIA

Tele: 080 25618291
e-mail: corporatemm@itilttd.co.in
Website: www.itilttd.in

MATERIALS MANAGEMENT DEPARTMENT

NOTICE INVITING TENDER (NIT)

for

[Description of Procurement of Material/Service]


Enquiry No. _____

This NIT contains ___ Pages

*This sample tender document is a general guideline; however, terms & conditions are to be included as per the specific requirements of the procurement.

C O N T E N T S

Sl No	Section	Description	Page No
1	Tender Notice	NIT	
2	Section 1	Introduction & Preamble	
3	Section 2	Request for bid	
4	Section 3A	Scope of Work	
5	Section 3B	Technical Specifications/Requirements	
6	Section 3C	Schedule of Requirements	
	Section 4	General Instruction to Bidders	
7	Section 5	General Terms & Conditions	
8	Section 6	Special Terms & Conditions of Contract	
9	Section 7	Warranty & Comprehensive AMC	
10	Enclosure – 1	Detailed Technical Requirements	
11	Enclosure – 2	List of Essential Spare Parts and Standard Tool Kit	
12	Enclosure – 3	Additional Technical Requirement	
13	Enclosure – 4	Compliance Statement	
14	Enclosure – 5	E-Tendering instruction	
15	Enclosure – 6	Bid Security Form (EMD)	
16	Enclosure – 7	Bid Security Declaration Form	
17	Enclosure – 8	Performance Bank Guarantee Performa	
18	Enclosure – 9	Undertaking for Not – Blacklisting.	
19	Enclosure - 10	Undertaking for No Relatives in ITI	
20	Enclosure – 11	Non-Disclosure Agreement(NDA)	
21	Enclosure – 12	Bid Form	
22	Enclosure - 13	Pre-Contract Integrity Pact	
23	Enclosure – 14	Format of Certificate for Tenders for Goods/Service/Works under Rule 144 (xi) in the General Financial Rules (GFRs), 2017.	

 ITI LIMITED		Phone Nos:	XXXXXXXXXXXX
			XXXXXXXXXXXX
REGD. & CORPORATE OFFICE, ITI BHAVAN			
DOORAVANINAGAR, BENGALURU - 560 016, INDIA			
NOTICE INVITING TENDER			
		TENDER TYPE :	TWO BIDS
		ENQUIRY REF :	XXXXXXX
		ENQUIRY DATE:	dd-mm-yyyy
Please quote your best prices for the item as mentioned below.			
SI NO	ITEM DESCRIPTION		Quantity
1)	OFFERS ARE INVITED from registered & experienced Firms for: [Description of Procurement of Material/Service]		N Sets
Note:	1	Offers are to be submitted strictly as per details furnished in this NIT.	
	2	Bidders have to submit EMD as per Sl. No.—of Section --- on or before the dd-mm-yyyy, xx:yy HRS.(IST)	
FOR SUBMISSION OF ONLINE BID AND PROCEDURE TO BE FOLLOWED VISIT www.tenderwizard.com/GeM Portal			
All vendors have to register in website: www.tenderwizard.com/GeM Portal for submitting online BID			
BID DUE DATE AND TIME:		dd-mm-yyyy	xx:yy HRS(IST)
BID OPENING DATE AND TIME (ONLY TECHNICAL BID)		dd-mm-yyyy	xx:yy HRS(IST)
Last date of Receipt of Bid Clarification		dd-mm-yyyy	xx:yy HRS(IST)
PRE-BID MEETING at[Address of Place]		dd-mm-yyyy	xx:yy HRS(IST)
EMD			

Tender type: Two Bid viz. 1) Technical Bid. 2) Price Bid.	For ITI Limited Name & Designation Ph: xxxxxxxxxxx (Direct) XXXXXXXXXXXX Extn:yyyy Email: corporatemm@itild.co.in
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SECTION 1
INTRODUCTION & PREAMBLE

1. INTRODUCTION

- 1.1. ITI Limited, is a scheduled “A” Public Sector Undertaking under the Ministry of Communication, Department of Telecommunication, Government of India, with its Registered & Corporate Office at ITI Bhavan, Dooravaninagar, Bengaluru – 560 016, Karnataka, India (hereinafter referred to as the Company)
- 1.2. The Company is having multiple production units in India located at Bengaluru in Karnataka State, Palakkad in Kerala State, Rae Bareli, Naini & Mankapur in state of Uttar Pradesh and Srinagar in J&K State and also having Network System Unit in Bengaluru in Karnataka State and Regional Offices in all the major cities across India.
- 1.3. For more details please visit our website <http://www.itiltd.in>

2. PREAMBLE

It states the objective of the procurements in the Company & brief description of the work expected from the successful bidder.

SECTION 2
REQUEST FOR BID

1. REQUEST FOR BID

- 1.1. The Company is inviting bid from eligible bidders for providing goods /service as per Technical Specification and Scope of work mentioned in this NIT.
- 1.2. Eligible and interested bidders have to submit their bids in a two-bid system
- 1.3. Offers are to be submitted strictly through online for which procedure stated below in clause xx, xx, needs to be followed.

SECTION 3A
SCOPE OF WORK

- 1. General**
- 2. Detailed Scope of work**

SECTION 3B
TECHNICAL SPECIFICATIONS/REQUIREMENTS

1. **General:**
2. **Detailed Technical specifications:** The material/product shall conform to the Technical specifications as mentioned below:

Note 1: Clauses describing the technical requirements, model technical Specifications may be added as per requirement.

SECTION 3C

Schedule of Requirements

S.NO.	GOODS/ SERVICES	QUANTITY	Unit of Measurement (Km/kg/No./Sets etc.)

Note: Bidder shall furnish the detailed Bill of Material (BOM) for each SOR item mentioned above. The detailed Bill of Material should clearly mention all the components including quantities, constituting the SOR item. The priced Bill of Material should be submitted in the envelope containing the price bid and unpriced Bill of Material should be submitted in the envelope containing the techno-commercial part. There should not be any difference in the items and quantities in the priced and the unpriced BOMs.

SECTION 4
GENERAL INSTRUCTION TO BIDDERS

1. ELIGIBILITY CRITERIA (As Applicable)

- 1.1. Eligibility criteria of the prospective bidder related to his profile, experience & proof of experience, OEM/authorized Agents certification, Registration etc.
- 1.2. The Bidder shall be an Indian OEM (Original Equipment Manufacturer) or Agency/Distributor having authorization from Indian OEM for at least one of the tendered items.
- 1.3. In case an Indian Bidder submits Bid for any of the tendered items of a Foreign OEM (Country of Foreign OEM if shares a land border with India will be eligible to bid only if the bidder is registered with the Competent Authority. The Competent authority for the purpose of registration shall be the Registration Committee constituted by the Department for Promotion of Industry & Internal Trade (DPIIT). For details please refer to F. No. 6/18/2019-PPD dated: 23.07.2020, Office Memorandum of Ministry of Finance). Further it is mandatory for the Indian bidder to establish that his bid contains local content [Local Content- means the amount of value added in India, excluding net domestic indirect taxes minus the value of imported content in the item (including all custom duties) as proportion of the total value, in percent.] equal to or more than 50 %. Such supplier (Local content equal to more than 50%) will be classified as "" Class- I local supplier". In Case Local Content is more than 20 % but less than 50 % the bidder will be classified as "" Class-II Local Supplier"" Only Class-I & Class II supplier shall be eligible to bid for this tender. (For details Order No. P-45021/2/2017-PP(BE-II) dated 04th June, 2020 of Ministry of Commerce and Industry can be referred & is to be complied.
- 1.4. For verification of Local Content of 50 % or more as mentioned above at Sl. no. 1.3, bidder has to provide self- Certification that the item offered meets the local content requirement. In case of Procurement value exceeding Rs10.0 Crore, Class-I & Class II local Supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the Company or from a practicing Cost accountant or practicing Chartered accountant/Statutory Auditor giving the percentage of Local content.
- 1.5. Eligibility documents provided by the bidders are liable for verification by ITI and also if required ITI officials / team will be at its liberty to spot verify the work done by the bidder at its discretion. Any ambiguity / discrepancy is liable for rejection of their bid.
- 1.6. In case of rejection of bid by ITI, the bidder/s shall not be compensated in any manner by ITI.
- 1.7. If the bidder is MSME registered company, relevant certificate issued by MSME/NSIC should be enclosed with technical bid. No claim on this will be entertained on a later stage.

- 1.8. The bidder shall comply with all clauses of the tender documents. In case compliance along with supporting documents is not made available in the technical bid, the offer will be liable for rejection.
- 1.9. The bidder has to submit all eligibility documents for the items quoted, as called for above.
- 1.10. The bidder should give a self-certificate that none of their relatives are working in the Company
- 1.11. No criminal case should be pending against the bidder anywhere in India. Self-certification should be provided to this effect.

Bidders are advised to go through the guidelines and furnish the following certificate as a part of the Proposal in their letterhead.

“We certify that there has been no conviction by a Court of Law or indictment/adverse order by a regulatory authority for a grave offence against us or any of our sister concern(s). It is further certified that there is no investigation pending against us or our sister concern(s) or the CEO, Directors/Managers/ Employees of our concern or of our sister concern(s). It is certified that no conflict of interest exists as on date and if in future such a conflict of interest arises, we will immediately intimate the same to the Government of India/ Company.”

2. The offer should strictly be submitted in a two-bid system i.e., technical bid and price bid separately.

2.1. **TECHNICAL BID**

Technical bid shall contain the following

- 2.1.1. All documents as called for in the eligibility criteria
- 2.1.2. Profile of the bidder
- 2.1.3. Copy of the PAN for Indian Bidders. For International bidders copy of the PAN of their Authorized Indian Agents.
- 2.1.4. Copy of the Balance Sheet attested by practicing Chartered Accountant/Statutory Auditor for the immediate previous three consecutive Financial Years. For International bidder’s balance sheet of International Bidder (OEM) and their Indian agent need to be furnished.
- 2.1.5. Copy of the GST registration certificate for Indian Bidders. For International bidders copy of the GST certificate of their Authorized Indian Agents.
- 2.1.6. Copy of Certificate of Incorporation of the bidder/partnership deed/ CIN for Indian bidders or equivalent documents for International bidders.
- 2.1.7. Signed copy of the NIT document and its Enclosure as a token of acceptance of NIT and its terms and conditions.

- 2.1.8. Compliance Statement as per **Enclosure 4** to be compulsorily enclosed. Bids with non-compliance to any of the clauses are liable for rejection.
- 2.1.9. Bidder should submit complete technical literature along with Make and Model of the equipment being supplied etc., wherever applicable. Bids without mention of the same for the main equipment/s is liable for rejection.
- 2.1.10. Bidders are required to place summary of the offered items in the technical bid without indicating the quoted price. Bids with any disclosure of pricing information, directly or indirectly in the technical bid will be rejected without any further notice on opening the technical bid by the tenderer.
- 2.1.11. Authorization certificate from OEM/Principal is to be submitted by Indian agents in case the offer is made on behalf of International bidder for which digitally signed certificate has to be uploaded in the technical section.
- 2.1.12. The OEM must have either manufacturing facility in India or must have full-fledged sales and service office in India if the machine is imported by authorized agency. Documentary evidence must be enclosed for this purpose.
- 2.1.13. All related documents which are not in English have to compulsorily be translated in to English language, self-certified on both original & translated version and digitally signed and upload in the technical bid.

The above said documents are to be uploaded in the technical section of the online bid after following the digital sign in process. Only PDF documents need to be uploaded. Any document not in PDF format, the same needs to be converted into PDF format for the digital sign in process and uploading.

2.2. **PRICE BID**

The offers are to be made in INDIAN Currency (INR). This is applicable for Domestic bidders. Price may be quoted in foreign currency in case of international bidders. Price Bid shall contain the following

- 2.2.1. Price Bid amount has to be quoted in the bid format provided in the online bidding process only and has to be used with all the fields properly filled including bidder's name etc.
- 2.2.2. Price Bid with quotation as "0" or "NIL" charges / value / consideration for the overall tender/bid will be treated as unresponsive and will not be considered and such bids will be rejected without any further notice.
- 2.2.3. The price quoted shall be on FOR ITI/FOR DESTINATION basis and inclusive of Basic Price, Packing, Insurance Freight, Customs Duty, Customs clearance charges, Installation and Commissioning charges, etc.
- 2.2.4. The price quoted shall be firm till the execution of NIT in totality.

- 2.2.5. It is the responsibility of the supplier to deliver the items at the destination specified in the purchase order. ITI Ltd shall have no responsibility in clearing the items from the carriers go-down/office/railway station/airport/customs etc.
- 2.2.6. If the supplier supplies or offer price for the same item at a lower rate to any of their other customers during the contract period with ITI Limited, the supplier should voluntarily come forward and extend such prices to ITI Limited also.
- 2.2.7. ITI Limited reserves the right to place Repeat Purchase Order if required within one year of last PO date.
- 2.2.8. The amount quoted shall remain firm and shall not attract escalation reason, whatsoever, during the entire tenure of the contract.
- 2.2.9. Bidders must mandatorily submit their quote for Scope of work in the price bid format mentioned in this NIT and submit the same online in the Price Bid.
- 2.2.10. Bidders to quote their best prices.
- 2.2.11. Conditional bid and bids with additional clauses shall be rejected.

3. E-TENDERING INSTRUCTION

Refer **Enclosure-5**.

4. TENDER PROCESSING & OPENING

- 4.1 Technical Bid will be opened online at HH:MM HRS(IST) on dd-mm-yyyy. Note: In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.
- 4.2 Price bid of only those bidders found technically fulfilling the eligibility conditions and found technically acceptable shall be opened on a date to be intimated later.
- 4.3 Price bid of those bidders who are found to be technically ineligible will not be opened online and the Earnest Money Deposit deposited by such bidders if any shall be refunded.
- 4.4 Complete set of NIT document in original form duly signed using sign-in process and digital signature by the bidder on each page of the tender documents as a token of having accepted its contents. Power of attorney has to be provided in case, the tender documents are signed by an authorized representative.
- 4.5 All other documents as required in support of the eligibility of the bidder for participating in the tender
- 4.6 ITI reserves the right to reject any or all the tenders without assigning any reason thereof.
- 4.7 Canvassing of any kind is strictly prohibited and the tender submitted by the bidder who resorts to canvassing is liable for rejection
- 4.8 No part of the tender document shall be removed or altered and the whole set as mentioned thereof, must be submitted after being duly filled in and submitted using sign in process and digital signature.
- 4.9 Failure to comply with these instructions may result in the rejection of the tender.

- 4.10 The bidder should quote for the entire Scope of the tender document.
- 4.11 Request for bid with its all enclosures and annexures shall form integral part of the contract / PO.
- 4.12 The Bidder should enclose the self-certificate to the effect that they have not been blacklisted by any of the Government organization or Government Undertaking in India as per **Enclosure 9**.

5. DOCUMENT SUBMISSION

The bidders are advised to submit the self-certified documents as called for in the eligibility criteria & follow the pdf signer process in the online tender submission process. However, EMD of [Value in Rupees] in the form of DD/Bankers Cheque / BG has to be submitted in original only and has to reach the below mentioned officer/address /**HH:MM HRS (IST) on dd-mm-yyyy**. If BG is submitted in lieu of EMD, the BG shall be from any Indian Nationalized Bank / Scheduled Bank. For International Bidders the same shall be provided from an International Bank recognized/authenticated by State Bank of India preferably or Indian Nationalized Bank / Scheduled Bank.

Purchase Officer
Address

6. BID SUBMISSION

Offers should be submitted in favour of:

Purchase Officer
Address

7. BID ACCEPTANCE

- 7.1 Offers received from the bidders who are failing to meet the eligibility criteria and deviation from the NIT conditions will not be considered.
- 7.2 Offers are to be submitted well within the due date and submission as indicated in this NIT. Late tenders will not be accepted.

SECTION 5

GENERAL TERMS & CONDITIONS

2. TENDER FEES, EARNEST MONEY DEPOSIT AND PBG/ SECURITY DEPOSIT

- (a) TENDER FEES
- (b) EARNEST MONEY DEPOSIT
- (c) PBG/Security Deposit (For Plant & Machinery or service-related procurement)

3. LAST DATE OF CLARIFICATION:

The last date of seeking any clarification regarding the bid is at hh.mm HRS (IST) on dd-mm-yyyy.

4. PRE-BID MEETING (IF APPLICABLE):

ITI has scheduled a Pre-Bid meeting for interaction with prospective bidders at [Place of meeting with full address] at **hh.mm HRS (IST) on dd-mm-yyyy**. Prospective bidders can nominate representatives to the pre-bid meeting or may join through Video Conferencing. The clarifications to be sought by the Prospective bidders from the purchaser shall be furnished in the following format before Pre-Bid Meeting.

S. No.	Section	Clause	Brief Description of the clause	Ref Page No in Tender	Query/ Comments of Bidder

- a) The clarifications should be sought for commercial conditions and technical conditions separately in the above format. The clarifications sought without any mention of the clauses and section of the tender document may not be considered.
- b) Any query made by Prospective Bidder after Pre-Bid meeting will not be entertained.

5. BID VALIDITY

The tender submitted by the bidder shall remain valid for a period of 90 days from the date of opening the price bid. Upon acceptance, the rates shall remain firm without any escalation on any account whatsoever till the execution of the project in full.

6. PAYMENT TERMS:

7. TERMS OF PRICE

To be chosen from **Annexure-4**.

8. OPTION CLAUSE

In case of long running, yearly procurements, to take care of any change in the requirement during the currency of the contract, a plus/minus option clause [normally 25 (twenty-five) per cent] is incorporated in the tender document, reserving purchaser's right to increase or decrease the quantity of the required goods up to that limit without any change in the terms and conditions and prices quoted by the tenderers. Higher the option limit more is the uncertainty for the tenderers in formulating their prices and more is the chance of loading on the prices quoted to take care of such uncertainties.

9. DELIVERY SCHEDULE

Timeline is the essence of the contract. In the event of an order, the successful bidder needs to deliver the materials/equipment within a **specified time frame** from the date of Purchase order.

10. Denial Clause

Any increase in statutory duties and/or upward rise in prices due to the PVC clause and/or any adverse fluctuation in foreign exchange are to be borne by the seller during the extended delivery period, while the purchaser reserves his right to get any benefit of a downward revisions in statutory duties, PVC and foreign exchange rate. Thus, PVC, other variations and foreign exchange clauses operate only during the original delivery period. The format of the denial clause is available in Annexure12.

11. Performance Notice

A situation may arise where the supply/services have not been completed within the stipulated period due to negligence/fault of the supplier; however, the supplier has not made any request for extension of the delivery period but the contracted goods/services are still required by ITI Limited and it does not want to cancel the contract at that stage. In such a case, a performance notice (also known as notice-cum-extension letter) may be issued to the supplier by suitably extending the delivery date and by imposing LD with denial clauses, and so on. The text of the performance notice will be on similar lines to the Annexure 12.

12. 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.

13. TAXES & DUTIES

13.1 GOODS & SERVICE TAX (GST / IGST)

Without prejudice to stipulation in General Conditions of Contract, the quoted price shall be exclusive of Goods and Service Tax. The GST as legally leviable & payable by the Bidder / Supplier under the provisions of applicable law/ act shall be paid extra by the Company as per the Bidder/Supplier's bill. Bid without GST number shall be rejected for Indian Bidders/ authorized Indian agent. At present GST-TDS is applicable. Deduction of GST-TDS at source would be enforced from the running bills at the rates prescribed. The GST (i.e. SGST, CGST, UGST, IGST) amount shall be shown separately in invoice and also submit proper Tax Invoice as per section 31 of CGST Act, and Rule 46 of CGST Rules, 2017 to get Input Tax Credit by the Company. Bidder / Supplier shall raise their tax invoice as per contract condition and uploaded their supply invoice in GSTN Portal through GSTR return. Mismatch in return of the Company due to any reason attributable to Bidder / Supplier, the same shall be recovered from Supplier's bill.

13.2 NEW TAXES & LEVIES

In case Government imposes any new levy / tax after award of the work during the tenure of the contract, the Company shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of the Company that such new levy/tax is applicable to this contract.

14. INDEMNITIES FOR BREACH OF IPR RIGHTS

14.1 The contractor shall indemnify and hold harmless, free of costs, ITI limited and its employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of the Goods provided by the contractor under this Contract, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Proprietary Rights (IPR) or trademarks, registered or otherwise existing on the date of the contract arising out of or in connection with:

14.2 Any design, data, drawing, specification, or other documents or Goods provided or designed by the contractor for or on behalf of ITI limited.

14.3 The sale by ITI Limited in any country of the products produced by the Goods supplied by the contractor, and

14.4 The installation of the Goods by the contractor or the use of the Goods at Company Site.

14.5 Such indemnity shall not cover any use of the Goods or any part thereof or any products produced thereby:

- a) Other than for the purpose indicated by or to be reasonably inferred from the contract
 - b) In association or combination with any other equipment, plant, or materials not supplied by the contractor.
- 14.6** If any proceedings are brought, or any claim is made against ITI limited arising out of the matters referred above, ITI limited shall promptly give the contractor a notice thereof. At its own expense and in ITI Limited's name, the contractor may conduct such proceedings and negotiations to settle any such proceedings or claim, keeping ITI Limited informed.
- 14.7** If the contractor fails to notify ITI limited within twenty-eight (28) days after receiving such notice that it intends to conduct any such proceedings or claim, then ITI Limited shall be free to conduct the same on its behalf at the risk and cost to the contractor.
- 14.8** At the contractor's request, ITI Limited shall afford all available assistance to the contractor in conducting such proceedings or claim and shall be reimbursed by the contractor for all reasonable expenses incurred in so doing.

15. CONFIDENTIALITY, SECRECY AND IPR RIGHTS

15.1 PR Rights

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

15.2 CONFIDENTIALITY

All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of ITI Limited to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of ITI Limited and shall not, without the prior written consent of ITI Limited neither be divulged by the contractor to any third party, nor be used by him for any purpose other than the design, procurement, or other services and work required for the performance of this Contract. If advised by ITI Limited, all copies of all such information in original shall be returned on completion of the contractor's performance and obligations under this contract.

15.3 SECRECY

If The Contract declares the subject matter of this Contract as coming under the Official Secrets Act, 1923 or if the contract is marked as "Secret", the contractor shall take all

reasonable steps necessary to ensure that all persons employed in any connection with the contract, have acknowledged their responsibilities and penalties for violations under the Official Secrets Act and any regulations framed thereunder.

16. INTEGRITY PACT

The successful bidder has to enter into Integrity Pact with the Company as per the pre-contract Integrity Pact as appended at **Enclosure 13** herewith. Signing of the Integrity Pact by the successful bidder is mandatory as per CVC guidelines. Those bidders un-willing to sign the Integrity Pact shall not be considered. Details of such un-willing bidders shall be referred to the competent authority.

17. JURISDICTION OF COURT

The Courts at Bengaluru, Karnataka State, India shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

18. AWARD OF CONTRACT:

Award of Contract will be purely based on the Commercial competitiveness of the technically qualified and eligible bidder.

Mention the criteria based on which the award will be offered. All the criteria should be very clearly written and should avoid any ambiguity at the time of awarding the contract.

19. INSURANCE

Without limiting any other obligations or liabilities, the Bidder / Supplier shall, at his own expenses & risks take and keep comprehensive insurance including third party risk for the plant, machinery, and materials etc., brought to the site for all the work during the execution of the contract. The Bidder/Supplier shall also take out workman's compensation insurance as required by law. For any damage/accidents caused during the tenure of the contract, only the Bidder / Supplier is responsible and there is no liability on the company.

20. QUALITY OF MATERIALS (for Machineries and Plants)

20.1 ITI, shall be the final judge of the quality of the supplied equipment. The bidder shall be and remain responsible for complete and proper compliance with the PO documents and the specification there-in.

20.2 It is imperative that the bidder should be fully conversant and capable of supply, installation, commissioning and well equipped to carry out the supply in accordance with the specifications. The bidders are expected and bound to ensure quality of the equipment supplied in accordance with specifications laid down.

21. INDEMNITY:

The Bidder / Supplier shall at all times hold the Company harmless and indemnify it from all action, suits, proceedings, works, cost, damage, charges, claims and demands of every nature and descriptions brought or procured against the Company, its officer and employees and forthwith upon demand and without protest or demure to pay the Company any and all losses and damages and cost (inclusive between attorney and client) and all cost incurred in this or any other indemnity or security which the company may now or at any time have relative to the work or the Bidder / Supplier obligations in protecting or endorsing its right in any suit or other legal proceeding, charges and expenses and liabilities resulting from or incidental or in connection with injury, disease or disablement or death of any persons, including employees of the Bidder / Supplier or damage to property.

22. PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES (MSES):

Purchase preference will be given to MSEs as defined in Public Procurement policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the quoted product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the quoted Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the quoted product or service. If L1 is not an MSE and MSE Seller (s) has/have quoted price within L1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L1 price and contract will be awarded for percentage of 25% of total value.

23. RELAXATION TO START UPS

The following provisions are extended to Start Ups, as per Government guidelines issued by Finance Ministry vide reference No. DPE/7(4)/2017-Fin dated 08.11.2016, Rule 170 of GFR-2017 and Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012:

- (a) Conditions with regard to any prior turnover and prior experience are to be relaxed for Start Ups subject to meeting of quality and technical specification.
However, there may be circumstances like procurement of items related to public safety, health, critical security operations & equipment etc. Wherever adequate justification exists, this relaxation need not to be exercised.
- (b) Need not to submit EMD, only Bid Security Declaration is to be submitted
- (c) Need not to submit bid document fee

24. PREFERENCE TO MAKE IN INDIA PRODUCTS:

Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant/Statutory Auditor for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

25. FORCE MAJEURE:

Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted, to acts of the purchaser either in its sovereign or contractual capacity, wars or revolution, epidemics, pandemics, quarantine restrictions, strikes, lockouts, natural calamities, freight embargoes etc. If there is delay in performance or other failures by the supplier to perform its obligation under its contract due to event of a Force Majeure, the supplier shall not be held responsible for such delays/failures.

If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof within Fourteen days of occurrences of such event. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding thirty days, either party may at its option terminate the contract without any finance repercussion on either side.

There may be a Force Majeure situation affecting the purchase organization only. In such a situation the purchase organization is to take up with the supplier on similar lines as above for further necessary action.

26. APPROPRIATION:

Whenever under a contract any sum of money is recoverable from and payable by the supplier, the company shall be entitled to recover such sum by appropriating in part or whole by deducting any sum due or which at any time thereafter may become due to the supplier, in this or any other contract entered by the company as a whole including its units and offices etc., with the supplier along or in partnership with others. Shall this sum be not sufficient to cover the full amount recoverable, the supplier shall pay to the company on demand the remaining balance due.

27. SET OFF:

Any sum of money due and payable to the supplier (including security deposit refundable to him) under this contract may be appropriated by the purchaser or the ITI or any other person contracting through the ITI and set off the same against any claim of the purchaser or ITIL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the purchaser or the ITI or any other person contracting through the ITI.

28. DEMURRAGE OF REJECTED MATERIAL:

Rate of demurrage charge on supplier for rejected material is 5% of the material value per month in case of a unit and 10% of the material value per month in case of a project. If material is not picked up by the supplier within two months, the supplier will have no right on the material and it will be disposed off. Demurrage calculation will be done effective from expiry of 14 days from the date of sending e-mail information to the supplier to pick up the rejected material.

29. IMPORTANT NOTES

The Company reserves the right to:

- i) Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
- ii) Increase/ decrease/ in quantity or alter the location of installation & commissioning within ITI at any of its plants / location.
- iii) Postpone or extend the above-mentioned date, without assigning any reason whatsoever.
- iv) Demand further qualification / clarification during techno-commercial scrutiny of bids received.
- v) The Company shall not be responsible for any delay in online submission of bids due to internet/network issues. Hence, bidders are advised to submit their bids well in advance to avoid such situations.

- vi) The Company shall not be liable for any expenses incurred by bidder/Partner for delivery of materials or during preparation of bid irrespective of whether it is accepted or not.
- vii) Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any bidder/Supplier found to have engaged in canvassing shall be liable to have his bid rejected summarily.
- viii) If the bidder/Supplier deliberately gives any wrong information in their bid to create circumstances for the acceptance of his bid, the Company reserves the right to reject such bid.
- ix) The Company reserves its right to modify, add/delete any conditions as deemed required in the NIT on a later stage and such modifications, additions/deletions shall be binding on the bidder/Supplier.

SECTION 6

SPECIAL TERMS AND CONDITIONS OF CONTRACT

1. IMPORTANT ASPECTS DURING BID PREPARATION:

Special conditions for the specific equipment/material as required by the tender floating authority.

SECTION 7

WARRANTY & COMPREHENSIVE AMC

1. WARRANTY & COMPREHENSIVE AMC [IF REQUIRED FOR THE SPECIFIC PURCHASE]

1.1. Warranty:

- 1.1.1.** The Bidder shall provide comprehensive onsite warranty free of cost for a minimum period of **two (02)** years [case specific] from the date of installation & commissioning. Any break down during the warranty period shall be attended by the Bidder free of cost within **48** hours of informing the complaint through telephone/email. Any parts required to be replaced has to be done and make the machine operational at his risk and cost within the shortest possible time. No payment, whatsoever, shall be applicable for making the machine in working condition during the warranty period of **24 months [Case specific]**. Offers with additional cost for maintaining the machine during the warranty period shall not be considered.
- 1.1.2.** The bidder should provide the details of service support structure including the details of personnel with their name, designation, contact no, email address, escalation matrix etc.

1.2. Comprehensive AMC (CAMC)

- 1.2.1.** Bidders have to mandatorily quote for onsite CAMC Charges as per the price bid format.
- 1.2.2.** On Site CAMC support shall be given at the destination of the Machines / Equipment.
- 1.2.3.** The Bidder shall provide comprehensive onsite CAMC after warranty. Any break down during the CAMC period shall be attended by the Bidder within **48**hours [case specific] of informing the complaint through telephone/email.
- 1.2.4. Payment Terms for CAMC period:**
Payment will be made quarterly on pro-rata basis after submission of bills to the units and getting it verified along with maintenance report duly certified by the designated officials of the units.

1.3. Uptime of Machine & Penalty

The overall uptime of the machine in a quarter shall not be less than **95%** [May vary & case specific] during warranty/CAMC period. If a complaint is not attended in three days' time, penalty @ 1% of CAMC Value of one machine per week subject to maximum of 5% of CAMC value of one machine will be deducted from CAMC bills. Any delay/deficiency in service support during warranty/CAMC period will be viewed seriously and is liable for forfeiture of PBG.

DETAILED TECHNICAL REQUIREMENTS

Detailed technical specifications/requirements considering all the required aspects of the project/work is to be described here.

LIST OF ESSENTIAL SPARE PARTS AND STANDARD TOOL KIT

Sl.	Description of Essential Spare Parts	Required spare item qty. per machine/server etc.

Standard tool kit shall be supplied with each machine/server/equipment.



Additional Technical Requirement

COMPLIANCE STATEMENT

Clause No.	Description	Compliance (Yes/No)
xx	General clauses	
xx	Scope of the Work	
xx	Schedule of Requirements	
xx	Eligibility Criteria	
xx	Warranty & Comprehensive AMC	
xx	Detailed Technical Requirements	
xx	General Terms & Conditions	
xx	Special Terms & Conditions	
xx	Other Clauses /Terms & Condition	
xx	Payment	
All the Clauses, Terms and conditions as mentioned in NIT/RFP document vide Ref..... dated.....		

1. E-tendering Instructions to Bidders:

Submission of Bids shall be only through online process which is mandatory for this Tender. Technical and Financial Bids shall be submitted by the bidder at the same time on the portal.

2. Broad outlines of the activities from Bidders prospective:

- 2.1. Procure a Digital Signing Certificate (DSC)
- 2.2. Register on Electronic Tendering System® (ETS)
- 2.3. Create Users and assign roles on ETS
- 2.4. View Notice Inviting Tender (NIT) on ETS
- 2.5. Download Official Copy of Tender Documents from ETS
- 2.6. Clarification to Tender Documents on ETS
 - 2.6.1. Query to ITI LTD (Optional)
 - 2.6.2. View response to queries posted by ITI LTD, as an addendum/corrigendum.
- 2.7. Bid Submission on ETS
- 2.8. Attend Public Online Tender Opening Event on ETS Opening of Technical/Financial Part
- 2.9. View Post-TOE Clarification posted by ITI LTD on ETS (Optional) Respond to ITI LTD's Post-TOE queries.

For participating in this tender online, the following instructions need to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Note 1:

It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. BOQ (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.

Note 2:

While uploading the documents, it should be ensured that the file name should be the name of the document itself.

3. Digital Certificates:

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC) also referred to as Digital Signature Certificate (DSC), of Class 3 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

4. Registration in e-procurement portal:

Bidder has to register first in <https://www.tenderwizard.com/ITI LIMITED> and then Tender document can be downloaded from the web site: <https://www.tenderwizard.com/ITI LIMITED> and bid has to be submitted in the e-format.

5. ITI LIMITED has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.

6. Special Note on Security of Bids:

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software.

7. Public Online Tender Opening Event (TOE):

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The work of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders in electronic forms. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

8. Other Instructions:

For further instructions, the vendor should visit the home page of the portal <https://www.tenderwizard.com/ITILIMITED>.

Important Note:

It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

- 8.1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your tender submission deadline on ETS.
- 8.2. Register your organization on ETS well in advance of your tender submission deadline on ETS
- 8.3. Get your organization's concerned executives trained on ETS well in advance of your tender submission deadline on ETS
- 8.4. Submit your bids well in advance of tender submission deadline on ETS to avoid any unforeseen last-minute problems due to internet timeout, breakdown, etc. While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth instruction is relevant at all times.

9. Minimum Requirements at Bidders end:

Computer System with good configuration and OS preferably supporting Windows, Word, Excel & PDF, High Speed Broadband connectivity, Internet Browser and Digital Certificate(s)

BID SECURITY FORM (EMD)

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

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

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

THE CONDITIONS OF THIS OBLIGATION ARE

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

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

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

(Signature of the authorized officer of the Bank)

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

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

BID SECURING DECLARATION FORM

Date: _____

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

To

The ITI LIMITED
XXXXXXXX
XXXXXXXX

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

We, the undersigned, declare that:

1. I/We understand that, according to the conditions of tender, bids must be secured with a bid security as provided in the tender or to be supported with a Bid-Securing Declaration.
2. Accordingly, in lieu of Bid security, I/We unconditionally declare that:
 - (a). I/We will follow all the conditions of this tender secured with the Bid Security.
 - (b). I/we will not alter or change any of the conditions during the bid validity and after the award of Tender, if declared successful.
 - (c). I/We will abide by all the terms and conditions of the tender.
 - (d) I/we fully understand that I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of **two (2) years** upon receipt of your Blacklisting/Suspension Order,
 - (e) I/we will pay the applicable fine or damages as provided by any stipulation or guidelines from the appropriate authority in this regard for the violation of Bid Securing Declaration; and,
 - (f) I/We undertake to comply above, without prejudice to other legal action or remedies ITI Ltd. may have, to secure itself from the damages and losses incurred due to the act of violation by undersigned company/entity.

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

[Insert complete name of Bidder]

Dated on _____ day of _____, _____ [insert date of signing]

Corporate Seal (where appropriate)

PERFORMANCE BANK GUARANTEE PROFORMA

1. As agreed under the relevant terms and conditions of Letter of Intent / Purchase Order Ref Dated between M/s ITI Ltd., (with address) (hereinafter called the Purchaser) and M/s..... (hereinafter called the Supplier) for supply of(herein after called the said Purchase Order), the supplier hereby agrees to furnish a Security Deposit against supply performances by way of an irrevocable Bank Guarantee for Rs.....(Rupees.....only). We..... [Indicate the name of Bank] (Herein after referred to as 'THE BANK') at the request of the supplier do hereby undertake to pay to the purchaser, an amount not exceeding Rs.....(Rupees.....only) against any loss or damage caused to or suffered or would be caused to or suffered by the Purchaser, by reasons of breach by the said Supplier of any of the terms or conditions contained in the said Letter of Intent.
2. We.[Indicate the name of the Bank] do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the purchaser, by reason of breach by the said Supplier of any of the terms or conditions contained in the said Letter of Intent or by reason of the Supplier's failure to perform the said Letter of Intent. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee shall be restricted to an amount not exceeding Rs.....(Rupeesonly).
3. The Bank further agrees that the Purchaser shall be the sole judge as to whether the said supplier has committed any breach or breaches of any of the terms and conditions of the contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Purchaser on account thereof, and the decision of the Purchaser that the said Supplier has committed such breach or breaches and as to the amount or amounts of loss, damage costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Purchaser from time to time shall be conclusive, final and binding on the Bank.
4. We undertake to pay to the Purchaser, any money so demanded notwithstanding any dispute or disputes raised by the Supplier in any suit or proceedings pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
5. It shall not be necessary for the Purchaser to proceed against the Supplier before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security, which the Purchaser may have obtained or obtains from the Supplier.

6. We.....[Indicate the name of Bank] further agree with the Purchaser, that the Purchaser shall have the fullest liberty without our consent and without effecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Letter of Intent or to extend time of performance by the said Supplier from time to time or to postpone for any time of from to time any of the powers exercisable by the Purchaser against the said Supplier and to forbear or enforce any of the terms and conditions relating to the said Letter of Intent and we shall not be relieved from our liability by reasons of any such variation, or extension being granted to said Supplier or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser, to the said Supplier 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.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier.
8. We [Indicate the name of Bank] undertake not to revoke this Guarantee during its currency except with the previous written consent of the Purchaser, in writing.
9. Notwithstanding anything contained in the foregoing clauses, our liability under this guarantee is restricted to Rs. _____ (Amount in words also) and our guarantee shall remain in force until(expiry of warranty period). Unless a demand is made against us to enforce a claim under this guarantee within twelve months from the date of expiry of PBG, all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liability hereunder.

For..... [Indicate the name of Bank]

DATE:

PLACE:

UNDERTAKING FOR NOT BLACKLISTING

(Non-Blacklisting declaration)

To:

ITI Ltd,
XXXXXXXXXX

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

Dear Sir,

This is to notify you that our Firm/Company/Organization intends to submit a proposal in response to invitation for RFP No: for providing

In accordance with the above we declare that:

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

Sincerely,

Name

Title

Signature

UNDERTAKING FOR NO RELATIVES IN ITI

To:

ITI Ltd,
XXXXXXX

Subject: No relatives working in ITI declaration in connection with participation in RFP No:
..... for

Dear Sir,

We are participating in the tender reference No..... dated.....for.....
We hereby declare that that none of our relatives are working in M/s. ITI Limited.

Sincerely, [BIDDERS NAME]
Name Title Signature

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. The Recipient shall treat the Discloser's Confidential Information with the same degree of care as it protects its own Confidential Information and in no case less than a reasonable degree of care. The Recipient shall keep all Confidential Information securely and properly protected against theft, damage, loss and unauthorized disclosure and access (including access by electronic means).
- 2.3 The Recipient and its 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.
- 2.4 The Recipient may use or disclose Confidential Information only:
 - a) For the purpose of evaluating the Proposed Transaction or as may be necessary for fulfilling its obligations or effectively exercising its rights pursuant to the Proposed Transaction;

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

3. Return of Information

- 3.1 Upon written request by the Discloser, or upon the termination or expiry of this Agreement (whichever is earlier), the Recipient shall, and shall ensure that its Authorised Recipients, promptly at its/their own cost and expense:
- a) return all Confidential Information to the Discloser, without retaining any copies of such Confidential Information; and
 - b) permanently removes all Confidential Information from any and all computer, word processor, disk, memory stick or other devices containing such Confidential Information, except when the Discloser's prior written permission to retain Confidential Information has been obtained by the Recipient. In such an event, the obligations under this Agreement shall continue to apply to any such Confidential Information retained.
- 3.2 The provisions of Clause 3.1 above shall not apply to the extent that the Recipient or any 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:

- 4.1** is at the time of disclosure, already in the public domain or is available to the public through no breach of this Agreement by the Recipient, except that Confidential Information shall not be deemed to be in the public domain merely because a part of the Confidential Information is embodied in general disclosures or because individual features, components or combinations thereof are known or become known to the public; or
- 4.2** is received by the Recipient from a third party free to lawfully disclose such information to Recipient; or
- 4.3** is independently developed by the Recipient without the benefit of any of the Confidential Information, as evidenced by written documentation.

5. Refusal

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

6. No License or Obligation

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

7. No Remuneration, Warranty and Liability

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

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

The obligations under this Clause shall expire at the earlier of

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

10. No Public Disclosure

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

11. No Assignment

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

12. Written Form

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

13. Severability

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

14. Arbitration & Applicable Law

- 14.1** If any dispute and/or difference arises out of or in connection with any of the terms of this Agreement shall, the Parties hereto shall endeavor to settle such dispute amicably. The attempt to bring about an amicable settlement shall be considered to have failed if not resolved within 60 (sixty) days from the date of the dispute.
- 14.2** Failing such amicable resolution, such dispute or difference shall be referred to arbitration by a sole arbitrator appointed by XXX to be conducted as per the Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be Bangalore (India) and the arbitration proceedings shall be carried out in English language. The arbitral award shall be final and binding on Parties.
 - i. The above clauses on Arbitration shall survive for three (03) years even after the expiry/termination of agreement.

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

IN WITNESS WHEREOF THE AGREEMENT ON THE DATE HEREINABOVE.

For XXX PARTIES AND AT HERETOHAVE EXECUTED THIS THE PLACE FIRST MENTIONED

Name: Designation:

For ITI Ltd.

BID FORM

RFP No.

Dated

To

ITI Limited,
Dear Sir,

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

Dated thisday of 20...

Name and Signature -----

In the capacity of

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

Witness:

Address:

Signature

PRE-CONTRACT INTEGRITY PACT

PURCHASE ENQUIRY/ORDER No.

THIS Integrity Pact is made on.....day of20 .

BETWEEN:

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

AND:

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

Preamble

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

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

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

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

SECTION 1 – COMMITMENTS OF THE PRINCIPAL

- 1.1. 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 tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.
 - b. The Principal will, during the tender process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- 1.2. 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 tender 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 tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - 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)/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 TENDER PROCESS & EXCLUSION FROM FUTURE CONTRACTS

- 3.1 If the Bidder(s)/Contractor(s), during tender process or before the award of the contract or during execution has committed a transgression in violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify Bidder(s)/ Contractor(s) from the tender process.
- 3.2 If the Bidder(s)/Contractor(s), has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled exclude including blacklisting for future tender/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of 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(s)/ Contractor(s) shall be final and binding on the Bidder(s)/ Contractor(s), however the Bidder(s)/ Contractor(s) can approach IEM(s) appointed for the purpose of this Pact.
- 3.6 On occurrence of any sanctions/ disqualifications etc arising out from violation of integrity pact Bidder(s)/ Contractor(s) shall not entitled for any compensation on this account.
- 3.7 Subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/ Contractor(s) could be revoked by the Principal if the Bidder(s)/ Contractor(s) can prove that he has

restored/ recouped the damage caused by him and has installed a suitable corruption preventative system in his organization.

SECTION 4 – PREVIOUS TRANSGRESSION

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

SECTION 5 – COMPENSATION FOR DAMAGE

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

SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS

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

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

- 7.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the Principal or its agencies shall be entitled to examine all the documents

including the Books of Accounts of the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) shall provide necessary information and documents in English and shall extend all help to the Principal for the purpose of verification of the documents.

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

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

- 8.1 The Principal appoints competent and credible Independent External Monitor(s) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- 8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.
- 8.3 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents Bidder(s)/Contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Bidder(s)/Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will 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 a reasonable time from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.6 If the Monitor has reported to the Chairman & Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director of the Principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 8.7 The word '**Monitor**' would include both singular and plural.
- 8.8 Details of the Independent External Monitor appointed by the Principal at present is furnished below: -

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

&

Shri Benny John, IRS (Retd.):
Villa No. 36, Kent Plam Villas, Fort Valley Township, Athani,
Kakkanad, Ernakulam, Kerala – 682 030

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

SECTION 9 – PACT DURATION

- 9.1 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.
- 9.2 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).
- 9.3 If any claim is lodged/made during the validity of the Pact, the same shall be binding and continue to be valid despite the lapse of the Pact unless it is discharged/determined by the Chairman and Managing Director of the Principal.

SECTION 10 – OTHER PROVISIONS

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

10.8 The action 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 and date first done mentioned in the presence of the witnesses:

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

.....

(Name & Designation)

(Name & Designation)

Witness

Witness

1) 1).....

2) 2).....

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

To:
ITI Limited,

Dear Sir,

Ref: Your REP No. dated

Bidder Name:

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

a) We, the Bidder have read and understood the contents of the Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or Sub-contracting to contractors from such countries.

b) In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:

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

Or

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

(*Delete whichever is not applicable)

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

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

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

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

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

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

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

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

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

Authorised Signatory

M/s-----

Signature and Name

Seal of the Bidder

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

ANNEXURE-2

SAMPLE PR FORMAT

ITI Limited																																																												
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ANNEXURE-3**SAMPLE PO FORMAT****ITI Limited****(A Govt. Of India Undertaking)**

Reg. Off.: ITI Bhavan, Dooravaninagar, Bengaluru- 560016

Phone: (+91) (080)25617713,

Website: www.itiltd.in

PURCHASE ORDER

VENDOR NAME& ADDRESS	INFORMATION
Vendor Code: Name: Address: Phone: Email: Attention: GSTIN:	<i>Purchase order No:</i> <i>PO Date:</i> <i>Status:</i> <i>Contact Person:</i> <i>Buyer Email Id.:</i> <i>Tender Enquiry Ref. No. of</i> <i>dated.....</i>
BUSINESS UNIT	BILL TO/SHIP TO LOCATION
ITI LIMITED Address IEC Code: PAN No:	Consignee Address / WH Location GSTIN: Place of Supply: Company Code:
Invoices should strictly be prepared in line with the PO raised and should contain reference PO number and line item number mentioned in PO to process the Invoice timely. Supplier should submit signed invoices.	
This PO is governed by all the terms & conditions of Tender Enquiry Ref. No..... of dated.....	
Payment Terms: Example: 100% in 60 days from date of Invoice. Please refer special instructions & Shipment terms for details	

We have pleasure in informing you that your offer referred above has been accepted subject to terms and conditions mentioned herein overleaf. In accepting this Purchase order (PO) supplier agrees to furnish the good specified in full accordance with all condition set for herein and/or attachment hereto. All drawings designs specifications and other data of ITI must be returned by supplier to ITI on completion of the obligation under this PO. The information contained herein is not to be released or disclosed for any other use or purpose other than for the execution of this PO.

Purchase Order Lines

Item No	Material No./Item Description	HSN	Vendor Part Code	Promised Date	Quantity	Unit of Measure	Unit Price Currency	Per Lot	Discount	Value
Total: Gross Conditions. CGST (XX%) SGST (XX%) Grand Total										
Total Value (In Words):										

Detailed terms and conditions are as attached which forms part and parcel of this purchase order. For all future correspondence, please quote Contract/Purchase Order no & date.

Acceptance notification: Supplier needs to acknowledge this PO maximum within 7 working days of its receipt. If not acknowledged or not reverted to ITI, it will be treated as deemed accepted by you against your proposal/bid made to us.

Special Conditions:

For any enquiry please quote Purchase Order No.& date for reference

1. The Product/Service described herein are to be covered by warranty.
2. Supplier need to get concurrence on the dispatch from the respective buyer before initiating supply to avoid delayed acceptance or any transactional issues.
3. Bill of Quantity (BOQ) as confirmed with ITI Limited.
4. All terms and condition for respective NIT will be applicable.

FOR: ITI Limited

Purchase Officer

Authorised signatory

Enclosures: Scope of Work, Bill of Quantity, Delivery schedule, payment terms, Special terms & conditions ,All the important terms and conditions of NIT/RFP .

ANNEXURE-4

FORMAT FOR UPLOADING PO/ CONTRACT DETAILS IN COMPANY WEBSITE

Details of Contracts concluded during the month of :

Tender No & Date	Item/Nature of Work	Mode of Tender Enquiry	Date of Publication of NIT	Type of Bidding (Single / Two Bid system)	Last Date of receipt of Tender	No of Tenders Received	Nos and Names of parties qualified after technical evaluation	Nos and name of parties not qualified after technical evaluation	Whether contact awarded to lowest tender / evaluated L1	Contract No & Date	Name of the Contractor - M/s.	Value of Contract	Scheduled Date of completion of supplies
												Rs - Ps	
1	2	3	4	5	6	7	8	9	10	11	12	13	14

SIGNATUR & DESIGNATION

LIST OF INCOTERMS

Incoterms are described in point A & B below:

A. Rules for any mode or modes of transport:

1. EXW - Ex-Works or Ex-Warehouse

“Ex Works” means that the seller delivers when it places the goods at the disposal of the buyer at the seller’s premises or at another named place (i.e. works, factory, warehouse, etc.). The seller does not need to load the goods on any collecting vehicle, nor does it need to clear the goods for export, where such clearance is applicable.

2. FCA - Free Carrier

“Free Carrier” means that the seller delivers the goods to the carrier or another person nominated by the buyer at the seller’s premises or another named place. The parties are well advised to specify as clearly as possible the point within the named place of delivery, as the risk passes to the buyer at that point.

3. CPT - Carriage Paid To

“Carriage Paid To” means that the seller delivers the goods to the carrier or another person nominated by the seller at an agreed place (if any such place is agreed between parties) and that the seller must contract for and pay the costs of carriage necessary to bring the goods to the named place of destination.

4. CIP - Carriage and Insurance Paid To

“Carriage and Insurance Paid to” means that the seller delivers the goods to the carrier or another person nominated by the seller at an agreed place (if any such place is agreed between parties) and that the seller must contract for and pay the costs of carriage necessary to bring the goods to the named place of destination.

“The seller also contracts for insurance cover against the buyer’s risk of loss of or damage to the goods during the carriage. The buyer should note that under CIP the seller is required to obtain insurance only on minimum cover. Should the buyer wish to have more insurance protection, it will need either to agree as much expressly with the seller or to make its own extra insurance arrangements.”

5. DAP - Delivered at Place

“Delivered at Place” means that the seller delivers when the goods are placed at the disposal of the buyer on the arriving means of transport ready for unloading at the named place of destination. The seller bears all risks involved in bringing the goods to the named place.

6. DPU - Delivered at Place Unloaded

“Delivered at Place Unloaded” means that the seller delivers when the goods, once unloaded, are placed at the disposal of the buyer at a named place of destination. The seller bears all risks involved in bringing the goods to, and unloading them at the named place of destination.

7. DDP - Delivered Duty Paid

“Delivered Duty Paid” means that the seller delivers the goods when the goods are placed at the disposal of the buyer, cleared for import on the arriving means of transport ready for unloading at the named place of destination. The seller bears all the costs and risks involved in bringing the goods to the place of destination and has an obligation to clear the goods not only for export but also for import, to pay any duty for both export and import and to carry out all customs formalities.

B. Rules for sea and inland waterway transport:

1. FAS - Free Alongside Ship

“Free alongside Ship” means that the seller delivers when the goods are placed alongside the vessel (e.g., on a quay or a barge) nominated by the buyer at the named port of shipment. The risk of loss of or damage to the goods passes when the goods are alongside the ship, and the buyer bears all costs from that moment onwards.

2. FOB - Free On Board

“Free On Board” means that the seller delivers the goods on board the vessel nominated by the buyer at the named port of shipment or procures the goods already so delivered. The risk of loss of or damage to the goods passes when the goods are on board the vessel, and the buyer bears all costs from that moment onwards.

3. CFR - Cost and Freight

“Cost and Freight” means that the seller delivers the goods on board the vessel or procures the goods already so delivered. The risk of loss of or damage to the goods passes when the goods are on board the vessel. The seller must contract for and pay the costs and freight necessary to bring the goods to the named port of destination.

4. CIF - Cost, Insurance and Freight

“Cost, Insurance and Freight” means that the seller delivers the goods on board the vessel or procures the goods already so delivered. The risk of loss of or damage to the goods passes when the goods are on board the vessel. The seller must contract for and pay the costs and freight necessary to bring the goods to the named port of destination.

‘The seller also contracts for insurance cover against the buyer’s risk of loss of or damage to the goods during the carriage. The buyer should note that under CIF the seller is required to obtain insurance only on minimum cover. Should the buyer wish to have more insurance protection, it will

need either to agree as much expressly with the seller or to make its own extra insurance arrangements.”

GOVERNMENT E-MARKETPLACE (GeM)

1. Introduction

Government e-Marketplace (GeM), established under the Ministry of Commerce & Industry, is an online platform for procurement of common-use goods and services. It provides full end-to-end procurement—right from requirement posting to order placement, receipt, and payment.

Procurement of all common-use goods and services available on GeM is mandatory. Any deviation must be properly justified, documented, and approved by the competent authority.

GeM ensures transparency, standardization, and efficiency through features such as:

- a. automated registration,
- b. seller comparison,
- c. item specifications,
- d. online bidding & reverse auction,
- e. online payments,
- f. Complete audit trail.

2. Procurement Limits & Modes (as per latest GeM Notifications)

The updated thresholds and procurement options are summarized below:

Procurement Value	Mode Allowed	Key Requirements
Up to ₹50,000	Direct Purchase (DP)	<p>through any of the available suppliers on the GeM, meeting the requisite quality, specification and delivery period.</p> <p>Note: In case of automobiles, procurement under this subrule is permitted without any ceiling limit.</p>

Procurement Value	Mode Allowed	Key Requirements
Above ₹50,000 up to ₹10,00,000	L1 Purchase	through the GeM Seller having lowest price amongst the available sellers, of at least three different manufacturers, on GeM, meeting the requisite quality, specification and delivery period. The tools for online bidding and online reverse auction available on GeM can be used by the Buyer even for procurements less than Rs. 10,00,000/-.
Above ₹10,00,000	Bid / Reverse Auction (RA)	through the supplier having lowest price meeting the requisite quality, specification and delivery period after mandatorily obtaining bids, using online bidding or reverse auction tool provided on GeM.

3. Procurement of Goods/Services through GeM

- a. Mandatory Use of GeM: All common-use goods/services available on GeM must be procured from GeM.
- b. Generation of GeM Availability Report & Past Transaction Summary (GeMAR&PTS)
Before procuring outside GeM:
 - i. GeMAR&PTS must be generated,
 - ii. Unique ID must be recorded in the file.
- c. Exceptions for Urgency / System Non-Availability
If GeMAR&PTS cannot be generated due to urgency/system issues:
 - i. A screenshot or error message should be recorded.
 - ii. Detailed justification must be attached.
 - iii. Approval of Unit/Plant/MSP Head / Corporate Director is required.
 - iv. In such cases, the GeM unique ID requirement may be waived.
- d. Floating Bids Outside GeM
Allowed only when:
 - i. Item is unavailable on GeM, and
 - ii. Custom Bid attempt has failed, and
 - iii. Proper approval and justification are recorded.

4. GeM Guidelines for Units/Plants/MSPs

- a. Registration & Vendor On-boarding
All Units/Plants/MSPs must:

- i. Register on GeM,
- ii. Ensure mandatory on-boarding of relevant vendors.
- b. Mandatory Procurement through GeM: For all items/services available on GeM categories.
- c. Request for New Categories
 - Use the following for unavailable categories:
 - i. Request Management System (RMS)
 - ii. Crowd-sourcing module
- d. Payments
 - All payments through GeM shall be made through approved online e-payment methods.
- e. Promotion of MSMEs / SC/ST / Women Vendors
 - Units must:
 - i. Use built-in filters to encourage procurement from eligible categories
 - ii. Maximize procurement as per Government directives.
- f. Submission of Monthly & Quarterly GeM Reports

5. Responsibilities & Compliance

- a. Continuous Learning & Compliance
 - All procurement stakeholders must remain updated by:
 - i. Attending GeM training sessions/webinars
 - ii. Reading updated manuals, SOPs, circulars on GeM website
 - iii. Raising support tickets for clarifications
 - iv. Following all new advisories issued by GeM SPV and Government of India
- b. Documentation for Audit
 - Units shall ensure proper documentation of:
 - i. Approvals
 - ii. Screenshots
 - iii. Comparative statements
 - iv. Justification notes
 - v. Bid evaluation
 - vi. Vendor selection
 - vii. Payment proofs

6. Important Notes

- a. Procurement through GeM must strictly comply with GFR-2017, Delegation of Powers (DoP), GeM Handbook, GeM Terms & Conditions, and the latest Government notifications, circulars, Office Orders, and Office Memorandums.

All stakeholders must ensure that they remain updated with such guidelines by regularly reviewing GeM advisories, Government instructions, and internal corporate directives

- b. Any deviation must be justified and approved at the appropriate level.
- c. Audit observations on non-compliance under GeM rules shall be addressed promptly.

ANNEXURE-7

STANDARD FORMAT FOR VEQ FOR MANUFACTURER			
ITI LIMITED		NO:	
VENDOR DEVELOPMENT CELL		E-mail:	
		Phone :	
VENDOR EVALUATION QUESTIONNAIRE (For Manufacturers)		Issuing Date: _____	
		Issued by: _____ Design: _____	
		Signature: _____ Name: _____	
1. All Entries shall be type-written 3. Enclosures may be attached wherever space is inadequate.			
1. All Entries shall be type-written 3. Enclosures may be attached wherever space is inadequate.		2. Incomplete Questionnaire will not be considered.	
1	(a)	Name of the Industry	
(b) Office Address		Ph No.:	
Name of the Contact Person		E-mail:	
(c) Works Address		Ph No.:	
Name of the Contact Person		E-mail:	
(d) Mailing Address			
	(e)	Name & Address of Local Representative	
		Ph No.:	
		E-mail:	
2		Category of Industry	
		SSI/ Medium Scale / Large Scale	
3		Name of the Product offered (details of Specifications, Range & Size etc., may be furnished along With catalogue if available)	
4	Year of Establishment		
5	Registration No.		
		(Photo Copy to be enclosed)	

6	(a) Ownership Status	Proprietorship/Partnership/Limited Company		
	(b) Investment Status	Own Capital / Paid – up Capital		
7	Financial Status: (Enclose Copies of the latest Balance Sheet/ Annual Report)	Provided / Not Provided		
	If Not provided, mention reasons			
8	GSTIN No.			
9	Personnel Currently Employed	a) Management		
		b) Production		
		c) Quality		
		d) Total		
10	(a) ANNUAL CAPACITY			
	Product – wise	In physical terms	Value in Rs.	
	(b) Orders Executed before Last Year			
	Product – wise	In physical terms	Value in Rs.	
	(c) Orders Executed Last Year			
	Product – wise	In physical terms	Value in Rs.	
11	Have you supplied any item to any unit of ITI during last 2 years? (If supplied, & accepted , furnish details along with photocopy of purchase order)	Supplied / Not Supplied		
12	DETAILS OF PROMINENT CUSTOMERS AND THE ITEMS SUPPLIED DURING LAST YEAR WITH VALUE			
	(PHOTOCOPY OF PURCHASE ORDER MAY BE FURNISHED)			
	Name of Customer	Item	Value in Rs.	
13	Quality System:			
	Whether the company is certified to any International ISO 9000/ ISO 14000 Standard. (if Yes encl. Photo copy)	Yes / No		

14 PRODUCTION FACILITIES Furnish the details of machinery / Equipment						
Sl. No.	Description of Plant / Machinery		Size/Capacity	No. of M/C Available	Date of Installation	Make/Brand
15	Details of major raw material/ Component used for production					
Raw materials / Components			Suppliers name & Address			
16	(a)	List out Testing equipment's for incoming Materials and for items Manufactured? (If In – house Inspection facility is not available, state the alternative arrangement provided):				
17	Other useful information., If any:					
DECLARATION						
I / We hereby declare that all statements made in this application from for enlistment of Vendor are true, complete and correct to the best of my / our knowledge. In the event of any information being found false or incorrect, the enlistment and any Purchase Orders placed on our firm may be cancelled. Found false or incorrect, the enlistment and any Purchase Orders placed on our firm may be cancelled.						
Seal of the Company			Signature & Date			
			Name & Designation			
List of Enclosures						
	1)					
	2)					
	3)					
Note: Any changes on the above information to be immediately conveyed to Vendor Development Cell for further action.						
For office use only						
Name Of the vendor: M/s						
Ref:						
Chq. / DD. Ref.:						

ANNEXURE-8

STANDARD FORMAT FOR VEQ FOR DISTRIBUTORS/ AGENTS / STOCKIEST

ITI LIMITED		NO:
VENDOR DEVELOPMENT CELL		E-mail:
		Phone:
VENDOR EVALUATION QUESTIONNAIRE (for Distributors/ Agents / Stockiest)		Issuing Date: _____
		Issued by: _____ Design: _____
		Signature: _____ Name: _____
<p>1. All Entries shall be type-written; 2. Incomplete Questionnaire will not be considered. 3. Enclosures may be attached wherever space is inadequate.</p>		
1	(a) Name of the vendor (b) Address (c) Name of the Executive to be contacted	Ph. No.: E-mail:
2	Name and address of the local representative Name of the Executive to be contacted	Ph. No.: E-mail:
3	Year of establishment	
4	a) Details of items offered (encl. List) b) Name of manufacturers whose products are offered (dealership letter from the Manufacturer should be enclosed)	
5	a) Do the inspection facility exist for the item offered? If no specify alternate arrangements. With you	Yes/No
	b) Is manufacturer's certificate of conformance obtained always, with the items received by you?	Yes/No
	c) The min. time required to replace the defective items.	
6	a) Are you regd. with any Govt. Organization? If Yes, encl. Photocopy of registration	Yes/No

7	a) Name of a few prominent customers & items and values of the supplies made in the last year.	Items:	Value in Rs.:
	b) State details, if products are Exported		
8	Details of items & corresponding value of the items supplied to any unit of ITI		
	a) Description of the item		
	b) Purchase Order No. &		
	c) Quantity supplied and accepted		
9	GSTIN No.		
10	Income Tax clearance certificate	Year:	
		Certificate enclosed:	Yes/No.
11	Financial status (copy of the latest balance sheet/annual report to be enclosed)	Year:	
		Certificate enclosed:	Yes/No.
12	Any other useful information		
<p>DECLARATION</p> <p>I / We hereby declare that all statements made in this application from for enlistment of Vendor are true, complete and correct to the best of my / our knowledge. In the event of any information being found false or incorrect, the enlistment and any Purchase Orders placed on our firm may be cancelled. Found false or incorrect, the enlistment and any Purchase Orders placed on our firm may be cancelled.</p> <p>Seal of the Company</p> <p>Signature & Date Name & Designation</p> <p>List of Enclosures</p> <ol style="list-style-type: none"> 1) 2) 3) 4) 5) 			
<p>Note: Any changes on the above information to be immediately conveyed to Vendor Development Cell for further action.</p>			

For office use only

Name of the vendor: M/s

Ref:

Chq. / DD. Ref.:

ANNEXURE-9

ACTIONS PRESCRIBED ON DEFAULT BY VENDORS

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(a)	Submitting fake / forged	i. Rejection of tender bid of respective Vendor. ii. Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by ITI for 3 years from date of issue of banning order. iii. Termination/ Short Closure of PO/WO, if issued. This implies non-acceptance of further supplies / work & services except to make the already received material/ completed work in hand.
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/or EMD;	
	b) Certificate for claiming exemption in respect of tender fee and/ or EMD; And detection of default at any stage from receipt of bids till award of LOI/ issue of PO/WO.	
	Note 1: However, in this case the performance guarantee if alright will not be forfeited. Note 2: Payment for already received supplies/ completed work shall be made as per terms & conditions of PO/ WO.	
1(b)	Submitting fake/forged documents towards meeting eligibility criteria such as experience capability, supply proof, GST registration, Income, Turnover etc. and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender:	
	a) <i>If detection of default is prior to award of LOI</i>	i. Rejection of Bid & ii. Forfeiture of EMD or action as per bid security declaration.
	b) <i>If detection of default after issue of LOI but before receipt of PBG/Security Deposited (DD, PBG etc.)</i>	i. Cancellation of LOI, ii. Rejection of Bid & iii. Forfeiture of EMD, or action as per bid security declaration.
	c) <i>If detection of default after receipt of PBG / Security Deposited (DD, PBG etc.).</i>	i. Cancellation of LOI ii. Rejection of Bid & iii. Forfeiture of PBG/ Sec. Deposited. However, on realization of PBG, SD amount and EMD, if not already released, shall be returned.

	<p>d) If detection of default after issue of PO/ WO</p>	<p>i. Termination/ Short Closure of PO/WO and Cancellation of LOI ii. Rejection of Bid & iii. Forfeiture of PBG/ SD. However, on realization of PBG/ SD amount, EMD, if not released shall be returned. In addition to this, banning of business for next 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by ITI Ltd. for 3 years from date of issue of banning order.</p>
	<p>Note 3:- However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.</p>	
	<p>Note 4:- No further supplies are to be accepted except that required to make the already supplied items work.</p>	
<p>2</p>	<p>If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens ITI Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following:</p> <p>a) Obstructing functioning of tender opening executives of ITI Ltd. in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.</p> <p>b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.</p>	<p>Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by ITI Ltd. for 3 years from date of issue of banning order.</p>
<p>3</p>	<p>Non-receipt of acceptance of LOI/ AWO and SD/ PBG by L1 bidder within time specified in LOI/ AWO.</p>	<p>Forfeiture of EMD, after exhausting the extension period allowed if any.</p>

4.1	Failure to supply and/ or Commission the equipment and/or execution of the work at all-even in extended delivery schedules, if granted against PO/ WO.	i) Termination of PO/ WO. ii) Under take purchase/ work at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PBG/ SD and outstanding bills of the defaulting Vendor.
4.2	Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.	i. Short Closure of PO/ WO to the quantity already received by and/ or commissioned in ITI Ltd. and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable. ii. Undertake purchase/ work for balance quantity at the risk & cost of defaulting vendor. iii. Recover the excess charges if incurred from the PBG/ SD and outstanding bills of the defaulting Vendor.
5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.	i. If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PBG/ SD. OR ii. If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price-price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PBG/ SD.
	.	Undertake recovery of financial penalty from outstanding dues of vendor including PBG/ SD.

5.2	Major quality problems (as established by a joint team / committee of ITI Ltd. with or without end User / performance problems and non-rectification of defects (based on reports of acceptance Tests).	<p>i. If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PBG/ SD; OR</p> <p>ii. If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price - price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PBG/ Security Deposited (SD).</p>
6	<p>Submission of claims to ITI Ltd. against a contract</p> <p>a) For amount already paid by ITI Ltd.</p> <p>b) For Quantity in excess of that supplied by Vendor to ITI Ltd.</p> <p>c) For unit rate and/ or amount higher than that approved by ITI Ltd. for that purchase.</p> <p>Note 5: The claims may be submitted with or without collusion of ITI Ltd. Executive/ employees.</p> <p>Note 6: This penalty will be imposed irrespective of the fact that payment is disbursed by ITI Ltd. or not.</p>	<p>Recovery of over payment from the outstanding dues of Vendor including EMD/ PBG & SD etc. and by invoking 'Set off' clause or by any other legal tenable manner.</p> <p>ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.</p>

7	<p>Network Security/ Safety/Privacy: - If the vendor tampers with the hardware, software/ firmware or in any other way that</p> <p>a) Adversely affects the normal working of ITI Ltd. equipment(s) and/ or any other customer or the linked user with such equipment through ITI Ltd.</p> <p>b) Disrupts/Sabotages functioning of the ITI Ltd.</p> <p>c) Tampers with the sensitive data/ invoicing/ account of the Customers of ITI Ltd. and/ or any other associated user, equipment or the equipment /network of ITI's customer(s) elements and/ or any other TSP through ITI Ltd.</p> <p>d) Hacks the account of ITI Ltd. Customer for unauthorized use i.e. to threaten others/ spread improper news etc.</p> <p>e) undertakes any action that affects /endangers the security of India</p>	<p>i. Termination of PO/ WO.</p> <p>ii. Banning of business for 3 years, which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by ITI Ltd. for 3 years from date of issue of banning order.</p> <p>iii. Recovery of any loss incurred on this account from the Vendor from its PBG/ SD/ O/s bills etc.</p> <p>iv. Legal action will be initiated by ITI Ltd. against the Vendor if required.</p>
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8	<p>If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.</p>	<ul style="list-style-type: none"> i. Termination/ Short Closure of the PO/ WO. ii. Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items. iii. No further supplies are to be accepted except that required to make the already supplied items work. iv. In case of turnkey projects, if the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). v. In case of turnkey projects, if the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. <p>Undertake recovery of financial penalty from outstanding dues of vendor including PBG/ SD.</p>
9	<p>In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.</p>	<ul style="list-style-type: none"> i. Termination/ Short Closure of the PO/ WO. ii. Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items. iii. No further supplies are to be accepted except that required to make the already supplied items work. iv. In case of turnkey projects, if the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). v. In case of turnkey projects, If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. <p>Undertake recovery of financial penalty from outstanding dues of vendor including PBG/ SD.</p>

10	<p>If the vendor does not return/ refuses to return ITI Ltd.'s dues:</p> <p>a) In spite of order of Arbitrator.</p> <p>b) In spite of Court Orders.</p>	<p>i. Take action to appoint Arbitrator to adjudicate the dispute.</p> <p>i. Termination of contract, if any. ii. Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by ITI Ltd. from date of issue of banning order or till the date by which vendor clears the ITI Ltd.'s dues, whichever is later. iii. Take legal recourse i.e. filing recovery suite in appropriate court.</p> <p>i. Termination of contract, if any. ii. Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by ITI Ltd. from date of issue of banning order or till the date by which vendor clears the ITI Ltd.'s dues, whichever is later.</p>
11	<p>If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/GST/Custom Departments recommends such a</p>	<p>Take Action as per the directions of the concerned department.</p>

12	<p>The following cases may also be considered for Banning of business:</p> <p>a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question.</p> <p>b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of the contract.</p> <p>c) If the vendor/ supplier fails to submit required documents/ information, where required.</p> <p>d) Any other ground which in the opinion of ITI Ltd. is just and proper to order for banning of business dealing with a vendor/ supplier.</p>	<p>i. Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by ITI Ltd. for 3 years from date of issue of banning order.</p>
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ANNEXURE-10

FORMAT OF QUARTERLY REPORT ON PO PLACED

Quarterly Report on Purchase Orders placed Unit:

Sl. No	PO Ref	PO issue date	NIT Ref	NIT Date	Description of Material/ service purchased	Quantity	Unit Rate	PO Value	Delivery Date	Suppliers Name	Whether through GeM	Whether supplier is MSME (if Women/SC ST mention

FORMAT OF MONTHLY REPORT ON PO PLACED

Monthly Report on purchase Orders placed Unit:

Sl. No	PO Ref	PO issue date	Description of Material/ service purchased	Quantity	Unit Rate	PO Value	Suppliers Name	Budget Ref.

PROPRIETARY ARTICLE CERTIFICATE (PAC)

File Number, Date & PR Reference		
1	Description of article	
2	Forecast of quantity/annual requirement	
3	Approximate estimated value for above quantity	
4	Maker's name and address	
5	Name(s) of authorized dealers/stockiest	
6	I approve the above purchase on PAC basis and certify that: -- Note- Tick to retain only one out of (b), (c-1) or (c-2) whichever is applicable and cross out others. Please do confirm (a) by ticking it – without which PAC certificate will be invalid.	
6(a)	This is the only firm who is manufacturing/stocking this item. AND	<input type="checkbox"/>
6(b)	A similar article is not manufactured/sold by any other firm, which could be used in lieu OR	<input type="checkbox"/>
6(c-1)	No other make/brand will be suitable for following tangible reasons (like OEM/warranty spares):	<input type="checkbox"/>
	OR	
6(c-2)	No other make/brand will be suitable for following intangible reasons (if PAC was also given in the last procurement cycle, please also bring out efforts made since then to locate more sources):	<input type="checkbox"/>
	OR	
7	Reference of concurrence of finance wing to the proposal:

Signature of User Department Head:

Signature of Plant/Unit/Project Head:

Date:

Format for Extension of Delivery Period/Performance Notice

Name of ITI Limited _____

Extension of Delivery Period/Performance Notice

To M/s (name and address of form)

Sub: Contract No ----- dated ----- for the supply of -----

Ref: Your letter no. -----

Dated: -----

Dear Sir,

1. You have failed to deliver {the (fill in qty.) of Stores/ the entire quantity of Stores} within the contract delivery period [as last extended up to] (fill in date). In your letter under reply you have asked for [further] extension of time for delivery. In view of the circumstances stated in your said letter, the time for delivery is extended from (fill in date) to (fill in date)
2. Please note that notwithstanding the grant of this extension in terms of Clause (fill in clause number) of the subject contract an amount equivalent to.....% (.....per cent) of the delivered price of the delayed goods for each week of delay or part thereof (subject to the ceiling as provided in the aforesaid clause) beyond the original contract delivery date/the last unconditionally re-fixed delivery date (as & if applicable), viz., (fill in date) will be recovered from you as liquidated damages. You may now tender the Stores for inspection [balance of the Stores] in terms of this letter. Stores if any already tendered by you for inspection but not inspected will be now inspected accordingly.
3. You are also required to extend the validity period of the performance guarantee for the subject contract from (fill in present validity date) to (fill in required extended date) within 15 (fifteen) days of issue of this amendment letter.
4. The above extension of delivery date will also be subject to the following Denial Clause.
 - i) That no increases in price on account of any statutory increase in or fresh Imposition of customs duty, excise duty, Sales Tax, CST, VAT or on account of any other taxes/duty, including custom duty), leviable in respect of the Stores specified in the said contract which takes place after (insert the original delivery date) shall be admissible on such of the said Stores, as are delivered after the said date; and.
 - ii) That notwithstanding any stipulation in the contract for increase in price on any other ground including foreign exchange rate variation, no such increase which takes place after (insert the original delivery date) shall be admissible on such of the said Stores as are delivered after the said date.
 - iii) But nevertheless, the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, Sales Tax, VAT/ CST or on account of any other Tax or duty or on any other ground as stipulated in the price variation clause or foreign exchange rate

variation which takes place after the expiry of the above mentioned date namely (insert the original delivery date)

5. All other terms and conditions of the contract remain unaltered. This is without any prejudice to purchasers' rights under the terms and conditions of the subject contract.
6. Please intimate your unconditional acceptance of this amendment letter within 10 (ten) days of the issue of this letter failing which the contract will be cancelled at your risk and expense without any further reference to you.

Yours faithfully,

(Authorised Officer)

Duly authorised, for and on behalf of ITI Limited

Note:

1. Select one option within { } brackets; delete portion within [] brackets, if not applicable; fill in () brackets. Brackets and this note are not to be typed.
2. Substitute following first para instead of first para in format above, for issuing a performance notice.

You have failed to deliver {the (fill in qty.) of Stores/ the entire quantity of Stores} within the contract delivery period [as last extended up to] (fill in date). In spite of the fact that the time of delivery of the goods stipulated in the contract is deemed to be of the essence of the contract, it appears that (fill in the outstanding quantity) are still outstanding even though the date of delivery has expired. Although not bound to do so, the time for delivery is extended from (fill in date) to (fill in date) and you are requested to note that in the event of your failure to deliver the goods within the delivery period as hereby extended, the contract shall be cancelled for the outstanding goods at your risk and cost.

Invitation and Declaration for Negotiations

INVITATION FOR NEGOTIATIONS
(On letterhead of the procuring entity)

No: _____ Dt: _____ To M/s _____

Registered A/D

Sub: **Tender No** ----- **opened on** ----- **for the supply of** -----

Dear Sir,

The rates quoted in your tender are considered high. You are therefore, requested to come for negotiations of rates, on..... (Date) at..... (Time) at(Venue).

You should, however, come for negotiations only in case you are prepared to furnish before such date the declaration appended herewith.

A copy of the form in which you may submit your revised offer after negotiations is enclosed.

Yours faithfully,

Enclosure:

(Authorized Officer)

- i) Form of Declaration
- ii) Form of Revised Offer

FORM OF DECLARATION

(To be signed and submitted before start of negotiations) (On company letterhead)

No: _____ To _____ Dt: _____

Sub: **Tender No** ----- **Opened on** ----- **for the supply of** -----

Ref: Your invitation for negotiations No: dated: Dear Sir,

I _____ duly authorized on behalf of M/s. _____ Do declare that in the event of failure of the contemplated negotiations relating to tender

No. _____ opened on _____ my original tender shall remain open for acceptance on its original terms and conditions.

Yours faithfully,

Place: _____

Date: _____

Signatures of bidder, or officer authorized to sign the bid documents
On behalf of the bidder

Format of Revised Offer in Negotiations

Revised Offer in Negotiations

(On company letterhead)

From.....

Full address.....

To.....

Sir,

Sub: Tender No ----- opened on -----for the supply of -----

Ref: Your invitation for negotiations no: dated:

1. On further discussions with your representatives on.....in

Response to your letter no..... Dated.....

We are not prepared to reduce the rates already quoted in the original tender, which will remain valid up to.....

Or

1. I / we reduce my/our rates as shown in the enclosed schedule of items.

2. I / we am/are aware that the provisions of the original bidding document remain valid and binding on me.

3. I/we undertake to execute the contract as per following Schedule.....

4. I/we agree to abide by this tender on the revised rate quoted by me/us, it is open for acceptance for a period of 120/180 (one hundred twenty to one hundred eighty) days from this date, *i. e.*, up to and in default of my/our doing so, I/we will

Forfeit the earnest money deposited with the original tender/ attached herewith. Eligibility as valid tenderers shall be deemed to be the consideration for the said forfeiture.

Yours faithfully,

Signatures of bidder or officer
authorized to sign the bid documents on behalf
of the bidder

SERVICE LEVEL AGREEMENT

This Agreement is made and entered into on this Day of 2025, by and between ITI Limited Ltd. herein after referred to as "Insured", having its registered office at: ITI Bhawan, Doorvani Nagar, Bangalore

-560016.

And

..... Life Insurance Co. Ltd. hereinafter referred to as "Insurer" having its corporate office at

Whereas the Insured has obtained Group Term Life insurance policy from the Insurer Life Insurance Co. Ltd.

The purpose of this Service Level Agreement (SLA) is to formalize an arrangement between the Insured and the Insurer to effectively manage the claims arising under the aforesaid insurance policies and to record the responsibilities and deliverables of each party under the mentioned policies.

This Agreement will be effective from the date of 2024 and exist throughout the currency of the aforesaid insurance policies or until settlement of all valid claims arising under the policies whichever occurs later.

The lives insured under this policy shall be insured 24*7 days a week, 365/366 days in a year as the case may be. On all days of the calendar year up to the last day of the month of superannuation/retirement date of an employee. From 01st day of the policy through the last day of the policy / retirement date of an employee whichever is earlier.

No clause agreed here contradicts the Policy Terms & Conditions.

CLAIMS PROCESS:

The claims for GTL will be lodged directly by ITI with the underwriter. All the claims will be settled by the underwriter by sending cheque/bank draft to this office drawn in favour of "ITI Limited" payable at Bangalore or through EFT / RTGS. Payment will in turn be made by ITI to the beneficiary. The set of claim documents formats will be provided by the successful bidder/underwriter while issuing the cover.

1) Intimation of Loss:

The Insured shall intimate every incident that may give rise to a claim under the policies to the Insurer in accordance with the conditions of the policy in question i.e. the incident or loss shall be notified immediately upon loss coming to notice by the following mode: E-Mail Notification: (E-Notification)

Insurer's e-mail address:

Table with 3 columns: Insurer Contacts, E-mail, Contact Nos. and 3 rows for Contact 1, Contact 2, and Contact 3.

2) Mobile Claim Notification:

In the event of emergency, the insured can send initial claim intimation via SMS to the above mentioned

mobile numbers of Insurer. However, such notifications shall be followed by a notification through ITI via e-mail or letter as soon as practically possible. Whichever mode of notification is used; the notification shall be acted upon.

3) Action by the Insurer:

- a. NO third party involvement in the Claim Settlement
- b. The insurer shall ask for pre agreed documents upon receiving the initial notification.
 - i. Claim Form
 - ii. Death Certificate / Death Summary
 - iii. Employee ID Copy
 - iv. Nominee Details (ID proof & Cancelled cheque)
- c. All documents submitted in support of the claim must be forwarded by ITI. Documents received independently may not be entertained.
- d. The insurer shall within 24 hours of receiving the initial claim notification send an email to the insured stating the requirements. The insurer will monitor the claims and ensure all covered claims are settled within 15 working days of receiving all necessary documents required to service the claim.
- e. The Insurer will always follow the principles and time-lines as set out within the Clause 9 of the IRDA (Protection of policyholders' interest) Regulations 2002.
- f. The Insurer would arrange Quarterly review meetings with the Insured and share MIS regarding operation of the scheme with ITI on a monthly basis.

4) Settlement of Claims:

- a. Dedicated account management team from Insurer's end.
- b. Account review to be done on quarterly basis or as and when decided by ITI.
- c. Insurer will confirm whether a claim is admissible or not as per terms of the policy within 2 working days from the receipt of claim notification. If, in the opinion of the insurer, the claim is not admissible, then a detailed written explanation will be provided to the insured within the time frame of 2 days.
- d. **Final Payment:** Insurer will make payment for claim amount directly to the Nominee's account under advice to ITI.
- e. Insurer will accept all documents sent through E-mail and hard copies of the documents if required shall be sent to Insurer directly by ITI. Where documents cannot be shared due to their confidential nature or volume involved, the Insurer shall visit the insured's office to verify such original documents.
- f. If additional requirement/clarification is needed by the Insurer, Insurer to inform the same to ITI within 2 working days from the date of receipt of last set of documents.
- g. Once all documents, as desired, have been received by the insurer, claim settlement should be effected within 15 working days.
- h. The underwriter will be required to settle the claims within 15 days of submission of all requisite papers.

Interest @4% over bank rate will be payable in case of delay in settlement of claim.

- 5) **Claim MIS** - to be sent to Insured on need basis.
- 6) **Meeting** - for discussion on claims /performance of claim settlement and other pending issues, if any, as and when desired by the Insured.

On Behalf of the Insured

Signed:
Named:

Title:
Date:

On Behalf of the Insurer

Signed:
Named:

Title:
Date:

ANNEXURE 17

CATEGORISATION OF ITEMS

Sl. No.	Type of Items	Proprietary /Single Source	Limited Tender with VDC	Limited Tender without VDC	Open Tender
1	PRODUCTION – MANUFACTURED				
1.1	With value addition	MoU/Collaborated items where CKD/SKD is purchased only from the MoU / Collaborator	MoU/collaborated items where partner gives the sources for purchase of components / modules and his list of sources cannot be altered & no source can be added	MoU/Collaborated items where partner gives the sources for purchase of components / modules and to his list of sources, further sources can be added by ITI.	In case ITI wants to establish more sources VDC will take action
1.2	Without value addition	MoU/Collaborated items where Finished equipment is purchased only from the MoU / Collaborator and inspection is to be done in ITI.	MoU/Collaborated items where Finished equipment is purchased only from the sources given by MoU / Collaborator and inspection is to be done in ITI.	MoU/Collaborated items where partner gives the sources for purchase of components / modules and to his list of sources, further sources can be added by ITI. And inspection is to be done in ITI.	
1.3	DTS as part of the system	MoU/Collaborated items where all the Finished equipment is purchased only from the MoU / Collaborator and sent directly to Consignee without bringing inside ITI	MoU/Collaborated items where part of all Finished equipment is purchased only from the MoU / Collaborator and sent directly to Consignee without bringing inside ITI. Part of the finished equipment may be purchased as per the sources provided by the MoU partner and no deviation allowed in the source list.	MoU/Collaborated items where part of all Finished equipment is purchased only from the MoU / Collaborator and sent directly to Consignee without bringing inside ITI. Part of the finished equipment may be purchased as per the sources provided by the MoU partner and deviation is allowed in the source list by ITI.	

Sl. No.	Type of Items	Proprietary /Single Source	Limited Tender with VDC	Limited Tender without VDC	Open Tender
2	PRODUCTION – NON MANUFACTURED				
2.1	Traded	MoU/Collaborated items where all Finished equipment is purchased only from the MoU / Collaborator and sent directly to Consignee without bringing inside ITI	MoU/Collaborated items where part of all Finished equipment is purchased only from the MoU / Collaborator and sent directly to Consignee without bringing inside ITI. Part of the finished equipment may be purchased as per the sources provided by the MoU partner and no deviation allowed in the source list.	MoU/Collaborated items where part of all Finished equipment is purchased only from the MoU / Collaborator and sent directly to Consignee without bringing inside ITI. Part of the finished equipment may be purchased as per the sources provided by the MoU partner and deviation is allowed in the source list by ITI.	
2.2	Turnkey	Items under 1.1, 1.2, 1.3 and 2.1 required as part of turnkey solution	As per respective categories	As per respective categories	
2.3	Services	Where only Collaborator / MoU partner has to give the services	Where services are to be outsourced from the market and list of approved sources is provided by the partner	Where services are to be outsourced from the market and no list of approved sources is provided by the partner	
3	OTHERS				
3.1	Manufacturing Consumables	Case to case basis	Case to case basis	Case to case basis	Case to case basis
3.2	Non-Manufacturing Consumables	Case to case basis	Case to case basis	Case to case basis	Case to case basis
4	CAPITAL GOODS				
4.1	Manufacturing Support (Production Aids)	When to be purchased only from the collaborator / MoU partner	Where approved sources are available	Where approved sources are not available	Where sources are not known or where additional sources required
4.2	Non-Manufacturing Support (Turnkey projects, R&D and Administration)	Case to case basis	Case to case basis	Case to case basis	Case to case basis

ANNEXURE 18

DELEGATION OF POWER						
SYNOPSIS OF DELEGATION OF POWERS FOR MATERIALS MANAGEMENT FUNCTION - issued on-----						
S. No	Activity / Function	Authority Empowered to Sign below documents/activities with the approval of Competent Authority				Special Notes/Approving authority(AA)
		Production Items		Non Production / Revenue Items of R&D / Capital Items		
1	Approval of PR	Financial Limits of PR Upto Rs 50 Lacs	HoD of Planning/User	Financial Limits of PR upto Rs 10 Lacs	Planning/User/Project/Plant Head	If any deviation, needs to be approved by Plant/Project/Unit Head
		Above Rs 50 Lacs	Plant Head/MSP Head/Project Head	i. Above Rs 10 Lacs & upto Rs 50 Lacs ii. Above Rs 50 Lacs	i. Plant Head/MSP Head ii. Unit Head	If any deviation, needs to be approved by Plant/Project/Unit Head
2	Approval for release of enquiry	Financial Limits of PR Upto Rs 50 Lacs	Hod of Purchase	Financial Limits of PR upto Rs 10Lacs	Head of Purchase	
		Above Rs 50 Lacs	Plant Head/MSP Head/Project Head	i. Above Rs 10 Lacs & upto Rs 50 Lacs ii. Above Rs 50 Lacs	i. Plant Head/MSP Head/ Project Head ii. Unit Head	
3	Tender Opening Committee	Irrespective of PR value & for all types of tenders	Nominated Purchase & Finance Officer by respective HoDs	Irrespective of PR value & for all types of tenders	Nominated Purchase & Finance Officer by respective HoDs	

4	TEC-1	PR value Upto Rs. 20L	Nominated User, Purchase & Finance Officer by respective HoDs .	PR value Upto Rs. 10L	Nominated User,Purchase & Finance Officer by respective HoDs	TEC recommendation is to be placed before Plant Head for approval.TEC report to be originated by purchase officer.
	TEC-2	PR Value from 20 L to 50L	HoDs of User,Purchase & Finance	from 10 L to 30L	HoDs of User,Purchase & Finance	TEC recommendation is to be placed before Plant Head for approval.TEC report to be originated by purchase officer.
	TEC-3	PR Value Above Rs. 50L to 5 Crore.	HoDs of User,Purchase & Finance Head duly vetted by Plant Head	PR Value Above Rs. 30L to 50 Lakh.	HoDs of User,Purchase & Finance Head duly vetted by Plant Head	TEC recommendation is to be placed before Unit Head/CGM for approval.TEC report to be originated by purchase officer.
	TEC-4	PR Value above 5 Crore	HoDs of User, Purchase & Finance Head duly vetted by Unit Head	PR Value above 50 Lakh	HoDs of User, Purchase & Finance Head duly vetted by Unit Head	TEC recommendation is to be placed before Unit Head/CGM for approval.TEC report to be originated by purchase officer.
5	Negotiating Authority	All Types of TEC	TEC Members	All Types of TEC	TEC Members	Any Co-opted member may be included by Plant/Unit head
6	Advance payment along with PO	-	Unit Head approval Required	-	Unit Head approval Required	
7	Scrutiny of supplier's bills	i) Up to 5L ii) above 5L	i) Purchase Executive, Finance Executive ii)Purchase Executive, Finance Executive & MM Head	i) Up to 1L ii) above 1L	i) Purchase Executive & User Head ii)Purchase Executive, User Head & MM Head	In the case of services/projects it should be verified by user department for further processing by Purchase Department

8	Placement of Repeat Purchase Order	all TEC any Value within 1 Year	after TEC approval	all TEC any Value within 1 Year	After TEC approval	Except PO raised against Emergency PR (refer clause 2.7b of Manual)
9	TEC for Amendment to POs /Transfer of Pos	PR value Upto Rs. 20L	Nominated User, Purchase & Finance Officer by respective HoDs .	PR value Upto Rs. 10L	Nominated User, Purchase & Finance Officer by respective HoDs	TEC recommendation is to be placed before Plant Head for approval. TEC report to be originated by purchase officer.
		PR Value from 20 L to 50L	HoDs of User, Purchase & Finance	from 10 L to 30L	HoDs of User, Purchase & Finance	TEC recommendation is to be placed before Plant Head for approval.TEC report to be originated by purchase officer.
		PR Value Above Rs. 50L to 5 Crore.	HoDs of User,Purchase & Finance Head duly vetted by Plant Head	PR Value Above Rs. 30L to 50 Lakh.	HoDs of User, Purchase & Finance Head duly vetted by Plant Head	TEC recommendation is to be placed before Unit Head/CGM for approval.TEC report to be originated by purchase officer.
		PR Value above 5 Crore	HoDs of User, Purchase & Finance Head duly vetted by Unit Head	PR Value above 50 Lakh	HoDs of User, Purchase & Finance Head duly vetted by Unit Head	TEC recommendation is to be placed before Unit Head/CGM for approval. TEC report to be originated by purchase officer.
10	Approval for emergency purchases	i. Up to 5L ii. Above 5L	i. Plant Head ii. Unit Head	i. Up to 5L ii. Above 5L	i. Plant Head ii. Unit Head	
11	Approval for Local Purchases	Up to 5L	Plant Head	Up to 5L	Plant Head	Valid Capital Sanction is mandatory for Capital Items

12	Post facto approval for payment of demurrage charges	i. Up to 2.5L ii. Above 2.5L	i. Plant Head ii. Unit Head	i. Up to 2.5L ii. Above 2.5L	i. Plant Head ii. Unit Head	Valid Capital Sanction is mandatory for Capital Items
13	In case some tender conditions are to be deviated / ignored in the interest of the work due to urgency specific approval of UNIT HEAD should be obtained after TEC records with the detailed reasons for deviation, etc.					
14	In case of deviation from the procedures prescribed in Materials Management Manual, approval of CMD should be obtained.					

PART-B

Guidelines for Pre-Tender Tie-up for Business activities

These guidelines shall govern the pretender tie up for procurement of goods, services, and works by all marketing departments in ITI Limited. The guidelines shall be adhered to in alignment with the prevailing Delegation of Powers, Procurement Manual, and EOI templates.

CHAPTER- 1

PROCESS OF PRE-TENDER TIE UPS

A. Guidelines for Pre-Tender Tie Ups for Business activities

The Marketing function plays a critical role in advancing the business objectives of ITI Limited and serves as the primary interface for business development with customers and key stakeholders.

Addressing tenders constitutes one of the core responsibilities of the Marketing function. This involves systematic identification of viable business opportunities of the customers; comprehensive understanding of tender requirements; assessment of customer tender eligibility criteria vis-à-vis ITI Limited's experience and capabilities; formulation of an appropriate strategic approach for addressing the tenders; identification of ITI Limited's value addition; selection of suitable technically eligible and financially capable partners through transparent process of floating Open tender/Expression of Interest; preparation of bid documents and competitive commercial offers considering the market competition .

The partner selection process shall be carried out in alignment with the customer's tender conditions on the eligibility requirements and scope of work, internal approval mechanisms as per the defined delegation of powers, applicable provisions of the General Financial Rules (GFR), ITI Procurement Manual, guidelines issued by the Central Vigilance Commission (CVC) and other statutory authorities, as applicable. The provisions of this Manual supersede the earlier instructions related to the tendering process issued by ITI Limited

The selection of partners through an open EoI process shall be followed even in cases of anticipated nomination orders also, before forwarding the technical and commercial proposal to the customer, in order to ensure transparency, competitiveness, and readiness for timely submission of proposals and successful project execution.

Approval from the competent authority as defined in the Delegation of Powers shall be sought for addressing every identified business opportunity at every stage with respect to the EoI terms and conditions, techno-commercial evaluation of EoI responses, finalization of partner, final bid proposal for the customer etc.

B. General guidelines to be followed for the EOI process

- i. The viability of the business opportunity may be analysed and based on which the strategy to address the business opportunity to be formulated by the user department.
- ii. The EOI shall clearly define the scope of work including the Roles & Responsibilities, technical and financial pre-qualification criteria, evaluation methodology, standard terms and conditions, and other relevant requirements.
- iii. The technical and financial eligibility criteria requirements, Earnest Money Deposit (EMD) and Performance Bank Guarantee (PBG), timelines for EOI submission, and other

commercial conditions shall be framed in accordance with Pretender tie up guidelines, with due approval of the competent authority.

- iv. Where the customer tender mandates execution of a Non-Disclosure Agreement (NDA), details of the customer tender shall be shared with interested parties only after execution of a back-to-back NDA on appropriate stamp paper as per prevalent Government guidelines. Such disclosure shall be limited to eligible vendors whose credentials have been verified as per the EOI requirements. Only relevant extracts of the customer tender documents shall be shared post-NDA execution.
- v. Pre-contract Integrity Pact to be signed for the project value above 25 Lakhs as part of EOI bid submission and the format shall be part of the EOI.
- vi. Provisions relating to Micro and Small Enterprises (MSEs) and Start-ups shall be in line with the prevailing Government of India guidelines.
- vii. The standard draft template for floating EOI is enclosed at Section I of these Guidelines. The EOI/RFP/Tender Documents in line with Sample EOI template (Model Tender Document), need to be checked by the User Department before floating with respect to the scope, eligibility requirements, roles & responsibilities, timelines of bid submission, evaluation methodology etc.
- viii. The Expression of Interest (EOI) shall be published through ITI Limited's e-procurement portal, the Central Public Procurement (CPP) Portal, ITI Limited's official website, Government e-Marketplace (GeM), and any other platforms as required, in accordance with the prevailing Government of India guidelines.
- ix. The EOI responses shall be evaluated by a Tender Evaluation Committee (TEC) comprising representatives from the User Department, Technical / MM Department, Finance. The TEC may be communicated with the details of the EOI and will be responsible during the whole EOI process from the start of EOI framing till the selection of the partner is completed.
- x. Where more than one response is received, bids shall be opened and evaluated by the TEC in accordance with the prescribed process. In cases where only a single response is received and the customer tender timelines do not permit extension, prior management approval from the competent authority as per delegation of powers shall be obtained for opening and evaluating the single bid.
- xi. Experience credentials submitted by bidders shall be supported by work completion certificates issued by the end client, along with copies of the relevant Purchase Order (PO) / Work Order (WO). Submission of PO/WO alone shall not be considered as proof of experience, as it does not establish completion of work.

The work completion certificate shall mandatorily include the following details: Issuance on the client's official letterhead with complete contact details (address, email, and telephone), Date of issuance, Name and detailed scope of work, PO/WO number, date,

and contract value, Start date and completion date of the work, or percentage of completion where applicable, Value of work completed

- xii. In cases where work experience certificates are issued by private companies or entities, the bidder shall additionally submit the following documents:
 - a. Copy of the relevant work order
 - b. Bill of Quantities (BoQ), where applicable
 - c. Bill-wise details of payments received, duly certified by a Chartered Accountant
 - d. TDS certificates corresponding to all payments received
 - e. Copy of the final or last bill duly paid by the client
- xiii. ITI Limited reserves the right to verify the genuineness of experience credentials of the bidders directly from the end customer to assess the correctness and authenticity
- xiv. The genuineness of Bank Guarantees submitted by the selected bidder shall be verified and confirmed directly from the issuing bank.
- xv. For high-value tenders (typically above 50 Cr.)/projects, a specific legally vetted agreement shall be executed with the selected partner clearly defining the scope of work, responsibility matrix and compliance with the customer's project requirements. Approval may be obtained from the competent authority as per Sub-Delegation of powers. Signing Authority will be of person holding power of attorney.
- xvi. **Evaluation of bids:** The Tender Evaluation Committee (TEC) shall prepare a detailed evaluation sheet for each EOI response received. The evaluation sheet shall record clause-wise compliance with all eligibility requirements, clearly indicating the details of relevant documents submitted by the bidder, along with clause references and page numbers and status as qualified or not.
- xvii. Bidders shall be evaluated based on their technical capability, financial strength, and compliance with the eligibility criteria, in accordance with the evaluation methodology specified in the EOI. Technical presentation can be sought from the bidders for the Project approach and methodology, Implementation plan, Resource capability, financial strength etc as required on a case to case basis.
The TEC shall also prepare technical and financial comparative statements with relevant details as per the responses received with proper documentary proof compliance. All evaluation sheets and comparative statements shall be signed by all members of the TEC on each page.
- xviii. Extensions to the EOI submission timelines, if required, shall be issued through a Corrigendum with proper management approval. In the event of changes in customer tender conditions or the need for corrections or modifications to the EOI, such changes shall be incorporated through a formal Amendment, duly approved by the competent authority. All amendments and corrigenda shall be uploaded on the ITI Limited portals and all Government portals where the original EOI was published.

- xix. Post-bid clarifications may be sought from bidders for submission of missing documents preferably through online portal, as permitted under the EOI and within the given time. Verification of experience credentials and bidder presentations to assess capability and implementation approach may be undertaken on a case-to-case basis.
- xx. Based on the evaluation, bidders meeting the technical and eligibility requirements shall be shortlisted, and their price bids shall be opened on a notified date with due intimation to the bidders. The partner shall be selected based on the evaluation and selection methodology defined in the EOI. Price negotiations may be conducted with the selected partner to enable preparation of a competitive customer bid.
- xxi. Approval from the competent authority as defined in the Delegation of Powers shall be sought for addressing every identified business opportunity at every stage with respect to the EOI terms and conditions, techno-commercial evaluation of EOI responses, finalization of partner, final bid proposal for the customer etc.
- xxii. ITI Limited, in coordination with the selected partner, shall prepare and submit the customer tender, including eligibility documents, EMD, technical and financial proposals, and OEM-specific technical documentation, as required by the customer tender.
- xxiii. Technical & financial bid is prepared and the bid shall be uploaded on the customer's tender portal within the stipulated due date and time. Any post-bid clarifications including presentations, Proof of Concept etc sought by the customer shall be responded to within the prescribed timelines.
- xxiv. Upon successful technical and financial evaluation by the customer and once ITI Limited receives the order, the project shall be executed by the concerned Network Services Unit (NSU), MSP, or Manufacturing Unit / Plant, as per management directions.
- xxv. Project execution shall be carried out strictly in accordance with the provisions of the Procurement Manual of ITI Limited and other applicable internal procedures and statutory guidelines.

CHAPTER- 2

SUB-DELEGATION OF POWERS

- In continuation to the Revised Delegation of Powers to CGMs and PMs , based on the extract of 183rd Management Committee Meeting held on Tuesday, 30th September 2025 , the following sub delegation of powers proposed to the various Marketing Units

A) Sub- Delegation of Powers for Pre-tender tie ups through Open EOI:

Approving Authority for approval of business proposal	Financial Concurrence	Approving limits for each business proposal (in Rs)
Head of Corporate Marketing /MSP-Head / Plant Head	Corporate Finance / MSP Finance/Plant Finance Head	Up to Rs 50 Cr
Head of Corporate Marketing / Plant Head	Corporate Finance / MSP Finance/Plant Finance Head	Above Rs 50 Cr & up to Rs 100 Cr
CGM- Mktg / CGM-P/Unit Head	Corporate Finance Head	Above Rs 100 Cr & up to Rs 500 Cr
CMD through DM / DP/DF	D-F	Above Rs 500 Cr

Note; The tendering formalities above 500 Crs also have to be done at the respective Unit Head level and to be sent for corporate approval

B) Single bid approval:

For opening the single bid, the delegation of powers for approval is as follows:

Unit	Approving Authority
MSP/Corporate Marketing/ Units/Plants	CGM- Mktg / CGM-P/Unit Head

For the approval of single bid opening, Note sheet to be put up to the competent authority by duly filled and signed form furnishing the following details:

1. Justification for the urgency in opening the single bid
2. Time frame given for the EOI
3. Efforts to find more participation in the EOI
4. Whether open EOI was published
5. Whether any restrictive conditions are included in EOI
6. Whether clarifications of bidders are addressed by way of amendments or not

CHAPTER- 3

FACTORS TO BE CONSIDERED WHILE FRAMING AND FLOATING OF EOI

A. Time Lines For EOI for Selection of Partner

The following guidelines regarding the timelines for EOI shall be adhered as follows

Customer Tender Time period	ITI Limited EOI time period	Remarks
Greater than or equal to 4 weeks	Minimum 21days or at least four days prior to the customer tender due date whichever is later	In line with GFR guidelines. Prior Approval to be taken from competent authority as defined in the Sub Delegation of powers
Greater than or equal to 3 weeks	Minimum 14 days or at least four days prior to the customer tender due date whichever is later	Prior Approval to be taken from competent authority as defined in the Delegation of powers with justification for the short duration EOI
Greater than or equal to 2 weeks	Minimum 10 days or at least four days prior to the customer tender due date whichever is later	Prior Approval to be taken from competent authority as defined in the Delegation of powers with justification for the short duration EOI
Less than 2 weeks	Minimum 7 days or at least four days prior to the customer tender due date whichever is later	<ul style="list-style-type: none">• Prior Approval to be taken with justification for the short duration EOI• CGM /Unit Head
Note : In case the time period of the EOI is 7 days or less due to justifiable reasons for the above cases, then the approval of CGM/Unit Head has to be taken for all the above cases		

In case there is extension of bid submission date by the customer, ITI LIMITED EOI can also be extended suitably.

B. Eligibility Criteria

Eligibility Criteria: Financial Turnover & Work Experience

- a) **In consideration of the company's business interests and with a view to enhance participation from system integrators in ITI LIMITED EOIs, the following guidelines are proposed for addressing the customer tenders:**
- i. In case of ITI LIMITED is independently meeting the eligibility of turnover and experience :**
 - a. Financial turnover of partner: 30% of the turnover specified in customer tender
 - b. Experience: 30% of the experience parameters specified in customer tender
 - ii. In case ITI LIMITED is partially meeting the eligibility of turnover and experience and if consortium is allowed in the tender:**
 - a. Financial turnover of partner: 30% of the turnover specified in customer tender or the balance turnover required to meet the customer eligibility, whichever is higher.
 - b. Experience: 30% of the experience specified in customer tender or the balance experience required to meet the customer eligibility, whichever is higher
 - iii. In case ITI LIMITED is not meeting the eligibility of experience and if consortium is allowed in the tender ,**
 - a. eligibility criteria to be asked in ITI LIMITED EOI for experience shall be as per customer tender
 - iv. The bidder's net worth shall be positive for the immediately preceding financial year, as on the date of EOI upload.**

The above guidelines of turnover and experience will be reviewed annually for assessing the participation of vendors.

C. Earnest Money Deposit(EMD) & Performance Bank Guarantee(PBG):

- i. Earnest Money Deposit (EMD) shall be obtained from the selected partner in accordance with the customer tender requirements at the time of customer bid submission. An undertaking to this effect shall be submitted along with the EOI bid proposal and the EMD shall be taken before bid submission on back to back basis.
- ii. EMD may be accepted in the form of BG/Insurance surety Bond/Online payment/FDR.
- iii. For customer contracts received, Performance Bank Guarantee (PBG) shall be obtained from the selected bidder on a back-to-back basis, in line with the provisions of the customer tender/purchase order. An undertaking to this effect shall be submitted along with the EOI bid proposal. The PBG validity shall be for additional 3 months to the customer tender PBG validity and relevant clauses for its forfeiture shall be clearly indicated in the contract order.
- iv. Bank Guarantee in the form of e-BG can be accepted, if submitted by the bankers, subject to verification of the stamp in the respective Government's online portal.
- v. EMD/PBG has to be issued from Scheduled Bank (Except Co-operative Bank)
- vi. In cases where ITI LIMITED is exempted from submission of EMD, or where EMD and/or PBG requirements are not specified in the customer tender, the applicable provisions shall be dealt with as per the prevailing company guidelines and with the approval of the competent authority.

Project Estimated Cost	Value of EMD
Up to Rs. 2 Lakh	Nil(For better participation)
Above 2 lakh to 1 Crore	2% of estimated cost.
Above 1 Crore to Rs. 10 Crores	Rs. 2 Lakh+ 1% of Estimated Cost exceeding 1 Crore.
Above Rs. 10 Crores	Rs. 12 Lakhs + 0.5% of the excess of estimated cost over Rs 10 crores with a ceiling of maximum Rs. 1 crore.
PBG: 5% of the PO value to be taken from the selected vendor at the time of awarding the contract to the selected partner.	

- vii. EMD shall be forfeited under the following conditions,
- a) the bidder withdraws his bid before finalization of the tender
 - b) the information provided by the bidder is found to be false/forged documents and in this case, the bidder to be blacklisted
- viii. Return of EMD
- i. EMD will be returned if ITI LIMITED will be unsuccessful in the customer Tender on Back to Back basis.
 - ii. EMD of the selected partner shall be refunded upon submission of the Performance Bank Guarantee (PBG), based on the order awarded to the selected party by ITI Limited.

D. AMC Contracts:

For contracts where ITI LIMITED is responsible for providing AMC (Annual Maintenance Contract) services after the warranty period, the following condition shall apply:

- i. A Performance Bank Guarantee (PBG), as per the customer requirement, (as per the AMC contract), or a minimum of 5% of the AMC contract value (in cases where no PBG is specified by the customer), must be obtained from the business partner.
- ii. This AMC PBG shall be valid for the entire AMC period plus additional 2 months and will be returned upon successful completion of the AMC obligations.
- iii. Additionally, a Service Level Agreement (SLA) must be executed between ITI LIMITED and the partner to clearly define roles, responsibilities, performance standards, and support timelines.”

E. EOI Price bid format – given as part of the Sample EOI

References:

- i. Sub-Delegation of Powers to Corp Mktg and MSPs vide Ref: K/D1/2011 dated 13/09/2011
- ii. Extract of Minutes of 142nd Management Committee Meeting held on 03.04.2023 vide Ref: K/953/MCM/01/2023-24(142) dated 22.05.2024
- iii. Revised Delegation of Powers to CGMs and PMs released on 04.10.2025 based on the extract of 83rd Management Committee Meeting held on Tuesday, 30th September 2025

Enclosures:

- a. Section-I: Draft EOI template (Model Tender Document) with latest guidelines and terms & conditions and required undertaking as per the DoE Procurement manual.
- b. Section II & Section III: Bipartite Agreement & Agreement for Commercial Understanding

Note: It may be taken care that legal vetting shall be taken for all the agreements being signed by ITI LIMITED with customers/partners.

Sample Expression of Interest

Notice Inviting EOI for selection of System Integrator/consortium partner for participating in the Tender for implementation of

Ref:

Date:



ITI LIMITED
Address of the ITI office which floats the EOI
CIN No: L32202KA1950GOI000640

Website: www.itiltd.in

1. Introduction

ITI Limited, a Public Sector Undertaking under the Department of Telecommunications, Ministry of Communications, is a leading Telecom equipment manufacturer and solution provider in India. The major customers are BSNL, BBNL, MTNL, Defence, Paramilitary forces, Railways, Banks, Central & State Govt departments, Institutions and research organizations. ITI LTD has a pan India business footprint supported by the network of its Manufacturing units & MSP (Marketing, Services and Project) units at various locations.

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

ITI LTD intends to participate in the tender - "Tender for". This EOI is floated for selection of System Integrator/ Consortium partners, who can work as a solution provider for participating in the subject RFP, with ITI as the Lead bidder/consortium partner (depending on the management decision). ITI Limited is desirous of bidding for this tender, based on the eligibility criteria defined in the customer RFP.

2. Important Dates

Date of EOI Upload	
Prebid Meeting Date	
Due Date for EOI Submission	
Due Date of Bid Opening	
ITI LTD Contact Person	<p>Contact details :</p> <p>1. Designation & Address email: Mob:</p> <p>2. Designation & Address email: Mob:</p>
Mode of submission	<p>The 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/</p>

3. Scope of Work

The scope of work is as follows:

(To be filled based on customer tender)

Special Note: ITI LTD may execute/retain any portion of the work mentioned in the end organization tender, where ITI LTD has competence so that overall proposal becomes most winnable proposal.

The detailed scope of work can be taken from customer tender document, corrigenda, clarification and addenda downloaded from the website <https://.....>_Tender reference number is Tender No. issued on

4. Eligibility Criteria

4(i)	Eligibility Criteria of Applicants	Supporting Documents Required
A.	<p>The Bidder/Consortium (all members of consortium) should be registered under Indian Companies Act, 1956/ 2013 or Limited Liability Partnership Act, 2008 or as amended; with at least 3 years of operations in India as on bid submission date.</p> <p>Consortium of maximumMembers is allowed. However, ITI will be the Lead Bidder in the consortium for which it will bid for the Customer tender</p> <p>In case of consortium, Consortium agreement (Joint Bidding Agreement) on 100 Rs. Stamp paper to be signed by all members of the Consortium for the subject business opportunity (specifying subject EOI, EOI name, Consortium member roles & responsibilities of each of the Consortium member) to be submitted along with the bid as per Consortium agreement (Joint Bidding Agreement) format enclosed in Annexure – XII)</p>	<p>i. Following documents in respect of sole Bidder or each of the Consortium members shall be submitted: (a) Copy of Certification of Incorporation / Memorandum of Association (MoA) and Articles of Association (AoA)/ registration certificate with LLP agreement (b) Copy of PAN card (c) Copy of GST Registration</p> <p>ii. Consortium agreement (Joint Bidding Agreement) in case of Consortium bid [format of agreement as per Annexure XII].</p>
B.	<p><u>Turnover</u></p> <p>The Sole Bidder/ each member of the Consortium should have average annual turnover of Rs. Crores from the last three Financial Years (For Ex: 2022-23, 2023-</p>	<p>(i) Audited financial statements/ annual report from the Statutory Auditor/ <u>Turnover Certificate with 3 Years Financials by a Practising Chartered Accountant with</u></p>

4(i)	Eligibility Criteria of Applicants	Supporting Documents Required
	24 or 2024-25) Note: * Bidder's Parent/group company turnover will not be considered in turnover criteria	UDIN Number.. (ii) Unaudited statement if certified by the Statutory Auditor/Practising Chartered Accountant for the year 2024-25 shall also be accepted.
C.	<u>Networth</u> The Sole Bidder/each consortium member should have Positive Net Worth as on 31st March(Current year) Ex: 2025	<u>A Positive Net Worth Certificate with UDIN Number as on 31st March 2025 (FY 2024-25), issued by the Company's Auditors/ A Practicing CA.</u>
D.	<u>Experience:</u> Technical Experience: As per Customer tender requirement (Values may be derived as per DOP guidelines)	(i) Experience/ Work Completion Certificate issued & signed by the PO issuing authority (ii) Client contact details i.e., name of contact persons, postal address, official email, tel. (iii) Work Experience Details as per Annexure IV (iv) <u>Certificate from a Practicing CA/ A Statutory Auditor</u> for having received at least 90% payments against the referred Invoices, shall have to be furnished along with Bid Document. ITI Limited reserves the right to verify the authenticity of the documents submitted / supply experience claimed by bidder, at any time
E.	Bidder to bring eligible OEM who meets the eligibility requirements as per customer tender & eligibility proofs towards the same need to be submitted along with the EOI bid proposal.	Supporting documents including OEM customer credentials for the OEMs whose deployment experience is asked in the EOI, to be submitted along with bid. OEM MAFs may be arranged at the time of customer tender submission and undertaking regarding the same need to be

4(i)	Eligibility Criteria of Applicants	Supporting Documents Required
		submitted along with the bid Manufacturer Authorization Form (MAF) from OEM/Vendors for each product as per Annexure XIII
F	The Bidder (all members of consortium if applicable) should not be blacklisted/debarred with Ministry of Communication or BSNL or any government department debarring order issued by Department of Expenditure (DOE), Ministry of Finance (MOF) covering all central Ministries/ Departments as per provision of OM No.F.1/20/2018-PPD by Department of Expenditure (DoE), MoF dated on 2nd Nov 2021 as on Bid submission date.	The Bidder or each of the Consortium members shall submit: An undertaking signed by CEO/Country Head/ Authorised Signatory of the company to be provided on Non – judicial stamp paper of INR 100/- or such equivalent amount and document duly attested by notary public as per Annexure V.
G	Any bidder or its OEM from a country which shares land border with India will be eligible to bid if the bidder is registered with the competent authority as specified in (O.M. No. 7/10/2021-PPD (1) Dated 23.02.2023 from Department of Expenditure, Ministry of Finance.	The bidder/each consortium member/ OEM shall submit an undertaking in this regard as per format provided under Annexure-VI
H	Bidder shall submit a list of Key technical personnel on its roll with the required domain experience.	Undertaking with Key technical Manpower details to be provided
I	Bidder should submit write up on Project Implementation Plan and capability (technical and financial) on how the project will be executed by the bidder covering the topics & presentation to be followed after technical evaluation which should include the following topics i. Understanding of project ii. Approach & Methodology for establishment of network iii. Technical and Domain Experience iv. Credentials of previous projects handled. v. Credentials of manpower planned for deployment	Write-up on Project Implementation Plan and capability (technical and financial) on how the customer EOI/tender implementation will be executed by the bidder should be submitted.
J	A self-certificate with proper contact detail of customers(Details of End User - Firm	Self-certificate with proper contact detail of customers to be

4(i)	Eligibility Criteria of Applicants	Supporting Documents Required
	<p>Name, Contact person, Designation, Telephone Number, Fax, Official mail id etc.) for the experience proof submitted along with PO reference and value of the project. The same should be issued by authorized signatory of bidder.</p> <p>ITI LTD reserves the right to verify the correctness of the client certificates (PO Copies/Work orders) and any other information submitted by the bidder in his offer. In case of any wrong information submitted by bidder, the bid will be rejected and subsequently the bidder will be blacklisted from doing any business with ITI Limited.</p> <p>The experience details to be filled as per Annexure – IV</p>	provided

4(ii) Checklist of documents/information to be submitted by bidder	
1.	All eligibility documentary proof as per clause 4(i)
2.	Company Profile
3.	Certificate of Incorporation
4.	Memorandum & Articles of Association
5.	Quality Certificate – ISO 9001:2015 / ISO 27001:2013 /ISO 20000 for Information Security Management System
6.	GST certificate
7.	Copy of PAN Card
8.	CIN (Corporate Identity Number), if applicable
9.	Experience/ Work Completion Certificate issued & signed by the PO issuing authority or an authority authorised by the PO issuing authority of the client entity OR Contract clearly highlighting the scope of work and quantities of the contract/ order.
10.	Authorization letter in the company letterhead authorizing the person signing the bid for this EOI and Power of Attorney (POA) on Rs.100/- stamp paper along with board of resolution

11.	List of Directors / CEO / COO including their name (s) and address(s) Director Identification Number [DIN] of all the Directors. Corporate Identity Number [CIN].
12.	Undertakings (in Company letter head) for acceptance of terms and conditions as per Annexure- I
13.	Bidders Details as per Annexure II
14.	Annexure III as per format for the Clause by clause compliance to all Terms & Conditions of all the Sections of this EOI (including its corrigendum/amendments), duly Signed and Stamped on the Letter Head of their Organization.
15.	Work Experience Details – project wise Annexure IV
16.	Not blacklisted undertaking Annexure-V
17.	Undertaking regarding No Land border Sharing (To be in Bidder’s Letter Head) Annexure-VI
18.	Pre-Contract Integrity Pact as per Annexure-VII
19.	Bid Security Format Annexure-VIII (Bank Guarantee (To be typed on Rs.100/- non-judicial stamp paper)
20.	Bid Securing Declaration Annexure –IX (If applicable)
21.	Non-Disclosure Agreement Annexure-X (If applicable)
22.	Bid Form Annexure-XI
23.	Joint Bidding Agreement/Consortium Agreement Annexure –XII (<i>as per customer tender requirement</i>)
24.	Manufacturers Authorisation Certificate from OEM Annexure XIII
25.	No criminal case should be pending against the bidder anywhere in India. Self-certification should be provided to this effect.
26.	In case the participating partner has executed any work/project with/for ITI in last 5 years, a satisfactory certificate signed by at least DGM level/or above officer from ITI to be submitted for such project as a mandatory eligibility criterion for selection in the EOI
27.	In case the end customer requires an AMC followed by the project execution, AMC charges will be quoted by partner as optional item and ITI reserves the right to either award AMC to a partner or float a separate RFP at end of project completion, which will be abide by partner/bidder. Undertaking for compliance of the same to be submitted along with the bid
28.	All the equipment installed while execution of the project should be TEC approved or have a valid TSEC clearance/certificate of such equipment to be taken before deployment in the customer premises. Undertaking for the same to be submitted

	along with the bid
29.	<p>Declaration as below to be submitted</p> <p>""We hereby declare on our own volition not to undertake or partner with any other organization directly or indirectly or not to submit any bid against the EoI/RFP/Tender published by other organizations for addressing the same business opportunity of the end customer for which this EoI/RFP/Tender has been published. We also undertake that we will not submit any bid directly to the end customer's tender enquiry if we are being finalized as a BA (Business Associate) Partner of ITI against this EoI/RFP/Tender.</p> <p>In case the above undertaking is not adhered or breached we shall indemnify ITI Limited for loss caused and violation of integrity in relation to business relation and shall accept a vigilance action recommended by appropriate authorities of ITI Limited"</p>

4(iii). General Terms & Conditions

General	Please provide compliance for the following clauses	Compliance
1	ITI LTD reserves the right to quote & supply ITI LTD manufactured products (in full or partial quantity) if BOM of Tender/Project contains ITI LTD manufactured products.	
2	ITI LTD reserves the right to undertake services likes installation and commissioning activities, Annual Maintenance Contract (AMC) etc.	
3	All activities like Proof of concept/demo on "No Cost No Commitment" (NCNC) basis wherever applicable will be the responsibility of bidders	
4	Bidder should be willing to impart required training to ITI LTD engineers for undertaking services & execution of project	
5	Bidder will be responsible for any shortcoming in the BOM and the same should be rectified free of cost	
6	Bidder should be willing to sign an exclusive agreement with ITI LTD for smooth execution of this project	
7	Bidder must arrange to submit the MAF in the name of ITI LTD and must work on exclusive basis with ITI LTD	
8	All commercial terms (proportionate to the scope of work) will be as per the customer Tender/PO.	

9	<p>Tender Fee & Earnest Money Deposit (EMD) :</p> <p>The Bidder shall furnish Tender Fee of Rs....., EMD of Rs. Cr in the form of BG as per Customer tender requirement, at the time of customer tender submission. Undertaking regarding the same need to be submitted along with the EOI bid proposal Undertaking regarding the same needs to be submitted along with the EOI</p>	
10	<p>PBG: The selected bidder has to provide PBG of% of the total order value or as per customer RFP, whichever is higher while placing the contract after winning the customer tender will be borne by the selected bidder.</p>	
11	<p>Delivery Schedule:</p> <ul style="list-style-type: none"> • Delivery Schedule as per the end customer Tender/ PO on back to back basis (proportionate to the scope of work) • Period of execution shall be in line with the end customer • The project I&C will be considered as completed after obtaining NOC/Commissioning Certificate from the end customer. Further Warranty/AMC shall be supported as per end customer. 	
12	<p>LD Clause: LD (proportionate to the scope of work) shall be as per ITI LTD LD Clauses (<i>@ 0.5% of order value per week or part thereof subject to a maximum of 10% of the undelivered portion/ the order value (if the item(s) cannot be used unless full supply is made) or to cancel the order and purchase the materials from alternative source at the risk and cost of the bidder</i>) OR as per the end customer PO/tender clause whichever is higher.</p>	
13	<p>Payment Terms:</p> <ol style="list-style-type: none"> a. Payment terms will be as per end customer tender/PO and will be done through an Escrow account on back-to-back basis preferably. b. Payment to the partner shall be done after deduction of all <ol style="list-style-type: none"> i. LD/recoveries imposed by end customer (if any) (proportionate to the scope of work), and ii. ITI LTD's margin & statutory dues (including GST) <p>If the partner is in disagreement with the deductions, the partner will have to write to ITI LTD with all the explanation & supporting documents</p>	
14.	<p>Transfer and Sub-letting. The Partner has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present without the permission of tendering authority.</p>	

5. Financial Bid:

Name of Bidder:

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

During evaluation bidders with least "D" will be selected

Note: SoR & SoW as per Tender document

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

6. Special Conditions of EOI:

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

7. Evaluation:

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

8. Note:

- a. The Bidding (For Technical & Financial Part of the Bid) would be subjected to an Online / e-Tendering process. The prospective Bidders are requested to go through <https://itilimited.ewizard.in/> to understand the entire e-Tendering Process and follow the Registration and Bidding Process on <https://itilimited.ewizard.in/> as defined in the document. In case of any clarifications on e-tender portal, bidders may contact the portal helpdesk of <https://itilimited.ewizard.in/>.
- b. The Technical Bid shall be uploaded in e-procurement site of ITI Limited (<https://itilimited.ewizard.in/>). For submission of online bid and procedure to be followed, visit <https://itilimited.ewizard.in/>.
- c. ITI's Tender document can be downloaded from ITI web site www.itilttd.in 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.
- d. Any clarifications regarding the tender can be obtained from email:, Mob:
- e. Technical bids will be opened at**PM on**
- f. All the bids will be scrutinized as per eligibility conditions and compliance to the EOI terms & conditions.
- g. Financial Bid opening will be done after the evaluation of Technical bid (Only for technically qualified bidders).
- h. Bid offered should be valid for a period of 180 Days from the date of opening of EOI response.
- i. Conditional offers are liable for rejection.
- j. Consortium of members is allowed (if applicable)
- k. The Bidders should give Clause by clause compliance (as per annexure III) of EOI with references to supporting documents; otherwise the offers are liable for rejection.
- l. The bidder to indemnify ITI LTD from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.

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

9. **Other Terms and conditions:**

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

time limits prescribed for completion of registration of bidders, bidding, evaluation, grievance redressal, award and management of contracts. It implies that such officers must ensure that there is consistency, predictability, clarity, openness, and equal opportunities in processes.

- iii. **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

- iv. **Arbitration:** In case amicable settlement is not reached in the event of any dispute of difference arising out of the execution of the contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the bidder in any manner touching upon the contract, such dispute or difference shall (Except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by ITI LTD.
 - The award of the arbitrator shall be binding upon the parties to the dispute.
 - Subject as aforesaid, the provisions of Arbitration and reconciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to arbitration proceedings under this clause. The cost of arbitration shall be borne equally by both the parties.
 - Work under the contract shall be continued during the arbitration proceedings.
 - Failure to comply with any of the above conditions can result in termination of the contract, forfeiture of the security deposit, penalty as may be decided by ITI LTD and future blacklisting of the bidder.
 - The arbitration location will be at Bengaluru

- v. **Set Off:** Any Sum of money due and payable to the bidder under this customer PO may be appropriated by the customer or any other person contracting through the ITI LTD and set off the same against any claim of the customer for payment of a sum of money arising out of this EOI or under any other EOI/contract made by the bidder with the customer.

- vi. The interested bidder may like to discuss the customer tender related information, EOI Bidding Conditions, Bidding **Process and clarifications, if any may contact****(fill contact person of the EOI).**

- vii. **Intellectual Property Rights:**
 - All deliverable, outputs, plans, drawings, specifications, designs, reports and other documents and software submitted by the bidder under this customer PO shall become and remain the property of the customer and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without: the customer's prior written consent.
 - The bidder shall, not later than upon termination or expiration of this customer PO, deliver all such documents and software to the customer, together with a detailed inventory thereof.

- The bidder may retain a copy of such documents and software but shall not use it for any commercial purpose.
- viii. **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.
- ix. **PROGRESS REPORT:** Selected partner shall, compile, prepare and submit on time, periodical progress reports (monthly or as required by ITI LTD) on the progress of Business orders, delivery and implementation of services on related projects where ITI LTD products & services are to be utilized.
- x. **TERMINATION FOR DEFAULT:** Any of the following events shall constitute an event of default by the bidder entitling the Competent Authority to terminate the contract.
- If the bidder fails to perform any obligation(s) under the Contract
 - If bidder, does not remedy his failure within a period of 30 days (or such longer period as the ITI LTD may authorize in writing) after receipt of the default notice from the ITI LTD
 - If selected bidder fails to fulfil its part of the work to the satisfaction of ITI LTD, then ITI LTD shall have the right to terminate the contract.
- The contract shall not be terminated for failure to discharge responsibilities due to force majeure situations or failure by ITI LTD to meet conditions precedent.
- xi. **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.
- xii. **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
- xiii. **ITI's Right to accept any bid and to reject any or All Bids or to cancel the EOI:** ITI LTD reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of ITI's action.

- xiv. **Amendment of EOI:** At any time prior to the last date for receipt of offers, ITI LTD, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI document by an amendment. In order to provide prospective bidder reasonable time in which to take the amendment into account in preparing their offers, ITI LTD may, at their discretion, extend the last date for the receipt of offers and/or make other changes in the requirements set out in the Invitation for EOI.
- xv. **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.
- xvi. All other terms as conditions is as per customer RFP.

Undertakings (To be in Bidder's Letter Head)

M/s..... do here by undertake the following

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

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

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

(Signature and Stamp of the Bidder)

Bidders Profile

1.	Name and address of the company			
2.	Contact Details of the Bidder (Contact person name with designation, Telephone Number, FAX, E- mail and Website)			
3.	Area of business			
4.	Date of Incorporation			
5.	Annual Turnover for the last three (3) audited financial years (Rs in Cr)	2022-23	2023-24	2024-25
6.	Net worth for the year current year (Ex: 2024-25) (Rs in Crs)			
7.	GST Registration number			
8.	PAN Number			
9.	CIN Number, if applicable			
10.	Number of technical manpower in company's rolls			

(Signature and Stamp of the Bidder)

Compliance Statement

S.No	Clause No.	Clause	Compliance (Complied/ Not Complied)	Remarks with Documentary Reference
1.				
2.				
3.				
4.				
5.				

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

(Signature and Stamp of the Bidder)

Work Experience Details – project wise

Sl. No	Information Required	Details
1	Name & Scope of work of the project	
2	Entity for which the project was undertaken (Customer Name & Contact Details including email ID, Contact number	
3	Project Cost	
4	PO No & Date	
5	Date of commencement of the project	
6	Actual Completion Date	
7	Role of bidder	
8	Brief Description of the project	
9	Completion Date	

(Signature and Stamp of the Bidder)

UNDERTAKING FOR NOT BLACKLISTING

(Non-Blacklisting declaration)

To:

ITI Ltd,
XXXXXXXXXX

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

Dear Sir,

This is to notify you that our Firm/Company/Organization intends to submit a proposal in response to invitation for EOI No: for providing

In accordance with the above we declare that:

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

Sincerely,

Name

Title

Signature

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

To:
ITI Limited,

Dear Sir,

Ref: Your EOI No. dated
Bidder Name:

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

a) We, the Bidder have read and understood the contents of the Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or Sub-contracting to contractors from such countries.

b) In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:

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

Or

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

(*Delete whichever is not applicable)

c) We, the Bidders agree and undertake that if the contract is awarded to us, we will not sub- contract or outsource the contract and / or any part thereof unless such subcontract/ outsourcing is permitted by ITI Limited in writing, in which case we shall not sub-contract or

outsource the work to a contractor from such countries, unless such contractor is registered with the Competent Authority and proof of same is obtained.

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

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

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

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

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

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

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

ii) **Explanation—**

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

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

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

Authorised Signatory
M/s-----
Signature and Name
Seal of the Bidder

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

PRE-CONTRACT INTEGRITY PACT

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

EOI No.....

This Integrity Pact is made onday of 2026

BETWEEN:

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

AND:

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

Preamble

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

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

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

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

SECTION 1 – COMMITMENTS OF THE PRINCIPAL

- 1.1. 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 tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.
 - b. The Principal will, during the tender process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- 1.2. 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 tender 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 tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - 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 origin shall disclose the name and address of the agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - e. The Bidder(s)/Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

- 3.1 If the Bidder(s)/Contractor(s), during tender process or before the award of the contract or during execution has committed a transgression in violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify Bidder(s)/ Contractor(s) from the tender process.
- 3.2 If the Bidder(s)/Contractor(s), has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled exclude including blacklisting for future tender/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of 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(s)/ Contractor(s) shall be final and binding on the Bidder(s)/ Contractor(s), however the Bidder(s)/ Contractor(s) can approach IEM(s) appointed for the purpose of this Pact.
- 3.6 On occurrence of any sanctions/ disqualifications etc arising out from violation of integrity pact Bidder(s)/ Contractor(s) shall not entitled for any compensation on this account.
- 3.7 Subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/ Contractor(s) could be revoked by the Principal if the Bidder(s)/ Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption preventative system in his organization.

SECTION 4 – PREVIOUS TRANSGRESSION

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

SECTION 5 – COMPENSATION FOR DAMAGE

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

SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS

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

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

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

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

SECTION 8 - INDEPENDENT EXTERNAL MONITOR(S)

- 8.1 The Principal appoints competent and credible Independent External Monitor(s) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- 8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.
- 8.3 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents Bidder(s)/Contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Bidder(s)/Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will 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 a reasonable time from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.6 If the Monitor has reported to the Chairman & Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director of the Principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 8.7 The word '**Monitor**' would include both singular and plural.
- 8.8 Details of the Independent External Monitor appointed by the Principal at present is furnished below: -

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

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

SECTION 9 – PACT DURATION

- 9.1 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.
- 9.2 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).
- 9.3 If any claim is lodged/made during the validity of the Pact, the same shall be binding and continue to be valid despite the lapse of the Pact unless it is discharged/determined by the Chairman and Managing Director of the Principal.

SECTION 10 – OTHER PROVISIONS

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

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

.....

(Name & Designation)

Witness

1).....

2).....

(Name & Designation)

Witness

1).....

2).....

BID SECURITY FORM (EMD)

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

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

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

THE CONDITIONS OF THIS OBLIGATION ARE

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

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

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

 (Signature of the authorized officer of the Bank)

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

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

BID SECURING DECLARATION FORM (If applicable)

Date: _____

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

To

The ITI LIMITED
XXXXXXXX
XXXXXXXX

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

We, the undersigned, declare that:

- 1. I/We understand that, according to the conditions of tender, bids must be secured with a bid security as provided in the tender or to be supported with a Bid-Securing Declaration.
- 2. Accordingly, in lieu of Bid security, I/We unconditionally declare that:
 - (a). I/We will follow all the conditions of this tender secured with the Bid Security.
 - (b). I/we will not alter or change any of the conditions during the bid validity and after the award of Tender, if declared successful.
 - (c). I/We will abide by all the terms and conditions of the tender.
 - (d) I/we fully understand that I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of **two (2) years** upon receipt of your Blacklisting/Suspension Order,
 - (e) I/we will pay the applicable fine or damages as provided by any stipulation or guidelines from the appropriate authority in this regard for the violation of Bid Securing Declaration; and,
 - (f) I/We undertake to comply above, without prejudice to other legal action or remedies ITI Ltd. may have, to secure itself from the damages and losses incurred due to the act of violation by undersigned company/entity.

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

[Insert complete name of Bidder]

Dated on _____ day of _____, _____ [insert date of signing]

Corporate Seal (where appropriate)

NON-DISCLOSURE AGREEMENT (NDA) (If Applicable)

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

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

AND

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

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

WHEREAS:

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

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

1. Definitions

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

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

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

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

2. Manner of Disclosure

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

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

3. Return of Information

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

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

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

4. Exceptions

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

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

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

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

5. Refusal

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

6. No License or Obligation

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

7. No Remuneration, Warranty and Liability

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

8. Termination

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

9. Non-Solicitation

Neither Party shall, directly or indirectly,

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

The obligations under this Clause shall expire at the earlier of

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

10. No Public Disclosure

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

11. No Assignment

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

12. Written Form

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

13. Severability

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

14. Arbitration & Applicable Law

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

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

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

IN WITNESS WHEREOF THE AGREEMENT ON THE DATE HEREINABOVE.

For XXX PARTIES AND AT HERETOHAVE EXECUTED THIS THE PLACE FIRST MENTIONED

For ITI Limited

For BIDDER(S)

.....

.....

(Name & Designation)

(Name & Designation)

Witness

Witness

1)

1).....

2)

2).....

BID FORM

EOI No.

Dated

To

ITI Limited,
XXXXXXX

Dear Sir,

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

Dated thisday of 20...

Name and Signature -----

In the capacity of

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

Witness:

Address:

Signature

Annexure XII

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

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

To
Customer Address

Sub: Manufacturer Authorizations Letter for Request for Proposal for

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

Sir,

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

Sl No	Description of Items/Product	Make	Model

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

Thanking You

For <OEM/Manufacturer name>
< (Authorized Signatory of OEM)>

Name:

Designation:

Contact Details:

Seal of the Company

Date:

Bipartite Agreement (to be signed by selected partner on Stamp Paper before submission of customer tender)

Bipartite Agreement

This **Bipartite Agreement** is signed on _____ and made effective from _____ day of 2026 (“Effective Date”) at (Place of signing) between

ITI Limited [CIN No. L32202KA1950GOI000640], a Company registered under the Mysore Companies Act XVIII of 1938 with its Registered & Corporate Office at ITI Bhavan, Dooravaninagar, Bangalore - 560016, India, hereinafter referred to as “**ITI**” which expression shall include its successors and its permitted assigns, of one part

AND

XXXX [CIN:], a Company registered under the Companies Act 1956, with its registered office at India, hereinafter referred as “.....”, which expression shall include its successors and permitted assigns, of the second part.

ITI and XXXX are individually referred to as “Party” and collectively referred to as “Parties”.

WHEREAS

a. **ITI**, Government of India Enterprise, under Ministry of Communications, engaged in manufacturing of complete range of telecom products, is a leading company in Telecommunications and Information Technology and has successfully executed many IT (Information Technology)/ ITeS (Information Technology Enabled Services) and networking projects in India and abroad.

b. **XXXX, a company registered under the Companies Act 1956** being in (area of business) . XXXX has the,

c.(**Customer**), has floated tender and invited Bids for Tender No.issued on for(tender name) (Hereinafter referred as “.....”).

d. **ITI** had floated an Expression of Interest (EOI) and subsequent amendments/corrigendum’s for selection of consortium partner/system integrator for participating in the (Customer tender) Program vide Ref: (EOI Ref) dated (Hereinafter referred as “**ITI-EOI**”)

- e. **XXXX** have submitted the response to **ITI-EOI** and agreed to work with **ITI** as Consortium partner who will be the System Integrator (SI), as per EOI conditions
- f. After techno-commercial evaluation of **ITI-EOI** bid proposal, **XXXX** was selected as consortium partner/ back end partner to bid for (Customer Tender)..... And **ITI** is designated as the Lead Bidder of Consortium (in case ITI goes as consortium). **ITI** and **XXXX** agree to join hands on mutually exclusive basis for a fruitful association, complementing each other's strengths for (Customer Tender).....
- g. The Parties hereby acknowledge and confirm that they have read, understood the (Customer Tender)..... and also agree to the terms and conditions mentioned in the (Customer Tender).....
- h. All the terms and conditions of (Customer Tender)..... Are made part of this agreement and will be applicable to **ITI** and **XXXX** for their respective scope of work on back-to-back basis.
- i. **XXXX** proposes to be **ITI's** Consortium Partner/back end partner for End-to-End Supply & Services to bid for (Customer Tender).....

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. SCOPE OF AGREEMENT

- 1.1 This Agreement shall be applicable for addressing the (Customer Tender)..... Floated by (customer)..... and for executing any Purchase Order received by **ITI** against the (Customer Tender) The Agreement shall also cover execution of future orders in case **ITI** gets repeat orders for the scope of work against the (Customer Tender)
- 1.2 **ITI** shall submit the bid for the (Customer Tender)..... as Lead Bidder for the Consortium of **ITI** & **XXXX** and **XXXX** Agrees to give back-to-back support to **ITI** to address the..... (Customer Tender)
- 1.3 Depending on the expertise & capability of each Partner and to meet the compliance of the..... (Customer Tender) terms, the Parties are submitting their Bid. However, the detailed actual distribution of allocation of work between the Parties have been worked out and is mentioned in **Annexure 1** of this Agreement. Any other activity not covered in this Agreement, but is required as per..... (Customer Tender) or as per customer requirements shall be discussed and executed by **XXXX** after mutual understanding between the Parties.

1.4. This Agreement is exclusive for the..... (Customer Tender) only between the parties.

1.5 On award of the work by**(Customer), Detailed Teaming Agreement** shall be entered into among the parties to this Agreement, taking reference to

- I. This Agreement
- II. The broad responsibility matrix given in **Annexure-I**
- III. The Agreement which **ITI** shall be signing with **XXXX** for..... (Customer Tender)

1.6 **ITI & XXXX** shall be liable for due performance of the contract jointly and severally, whereas the responsibility of **XXXX**, shall be limited to **XXXX** share of obligations in the contract for products and /or services as defined in the detailed agreement being signed between the **ITI** and **XXXX** and is in accordance with the (Customer Tender) requirements.

1.7 Notwithstanding the above, all rights and obligations of the Parties under this **AGREEMENT**, shall survive the termination to the extent such survival is necessary for giving effect to such rights and obligations.

2. PREPARATION AND SUBMISSION OF BID

2.1 After mutual consultation & Agreement Finalization, a joint team consisting of representatives of **ITI & XXXX** shall be formed for various activities like preparation of bid with full involvement of each of the parties for the scope of work, commercial discussions, manpower resource allocation and their period of involvement, terms & conditions to be met as required in the (Customer Tender)

2.2 The Parties to this Agreement hereby agree that both of them shall remain as exclusive party's right from Bidding stage, Contract Award stage by..... **(Customer)** and Post award for the complete execution of the respective scope of project as per..... (Customer Tender), if awarded.

2.3 **XXXX** shall assume the prime role of preparing the Bid documentation towards finalizing the competitive bid for..... (Customer Tender) Expenses towards bid preparation and costs of all activities till award of work would be borne by each party for their respective scope of work.

2.4 During the process of Bid Submission, benchmarking of Prices including cost and profitability shall be discussed & mutually agreed amongst the parties. The agreed prices shall then be incorporated into the final bid.

2.5 The parties to this Agreement agreed that each member of the Consortium shall provide or disclose estimates of cost relating to their respective scope of work and discuss & agree upon the factoring of profit to be made as a part of final bid to be submitted to..... (Customer)

3. OBLIGATIONS OF THE PARTIES

- 3.1. All the terms & conditions as per **ITI-EOI** and..... (Customer Tender) will be applicable to **XXXX** for their respective scope of work and the commitments to **ITI-EOI** will be complied by **XXXX**
- 3.2. Each Party acknowledges that it is and shall remain liable for the consequences of any failure on its part or on the part of its Personnel to fulfil the tasks and work packages assigned to it under this Agreement
- 3.3. The pre award and basic post award responsibilities matrix as per **Annexure-I** is attached to this Agreement and forms a part and parcel of this Agreement However, the post award responsibilities matrix shall be finalized after award of the contract with mutual consent as mentioned in the detailed agreement mentioned above.
- 3.4. **ITI** being a Lead bidder of the Consortium towards..... (Customer) would submit the EMD (Earnest Money Deposit) to..... **(Customer)** as per the mandate in..... (Customer Tender). **XXXX** will submit the EMD to **ITI** before bid submission to..... **(Customer)** as per back to back terms.
- 3.5. **XXXX** will be responsible for activities related to Sourcing & Supplying, Build & Deploy, Test & Integrate and Operate & Maintain phase of the Project.
- 3.6. **XXXX** shall raise all invoices on **ITI** within 5 Working days upon Completion of Project Milestone, so that **ITI** will be able to raise their invoices on..... (Customer) within 5 Working days and put all efforts to receive payment within 45 to 60 Days of the Payments becoming due, matching Milestone schedules. However, the payment to **XXXX** shall be made only on receiving payment of such raised invoices on **(Customer)** by **ITI**. In case such invoices are disputed by **(Customer)** the payment of such invoices shall be made only after the resolution of dispute in relation to the payment of such invoices.
- 3.7. All liaising work in connection with securing approvals, obtaining clearances, collecting payments, final acceptance from**(Customer)** and other regulatory authorities as may be required shall be done jointly by the representatives of **ITI** and . **XXXX**

- 3.8. The Parties agree that notwithstanding any joint liability the parties may have towards..... **(Customer)** under the..... (Customer Tender) and/or any Joint Bidding agreement that may be executed with..... **(Customer)**, as between the parties each party shall be solely and exclusively responsible and liable only for the performance and completion of its scope of work as set out in **Annexure -1** and for liability that may arise in connection therewith, unless the same is not attributable to such Party.
- 3.9. No party shall withdraw from the bid or the Consortium and/or modify, alter or change its scope of work and terms of engagement once the bid has been submitted except in accordance with the bid document and with written approval of the Parties. In the event a Party withdraws from the bid or the Consortium and/or alters, modifies, changes its scope of work or terms of engagement in a manner which is not consistent with this Clause, the concerned Party shall be solely liable for any consequences arising from the same, including for any forfeiture of the bid security by..... (Customer) and/or for any other loss or expense incurred by the Consortium on account of the same.
- 3.10. No Party may make any binding commitment to..... **(Customer)**. On behalf of the other Party in respect of (Customer Tender), without the written approval of such Party.

4. PRICING

- 4.1. In case of L1 matching or Price negotiation with..... **(Customer)**, the Prices shall be agreed amongst all the parties to this Agreement after mutual discussion and in writing. Where any negotiations or discounting to any prices are to be made for securing the..... (Customer Tender) such discounting etc. shall be mutually agreed between the parties to this Agreement and will be decided upon for finalizing the prices.
- 4.2. Any expenses related to travel, lodging & boarding expenses of resources deployed on the Project during the Project period shall be borne by the respective Party only and shall not be paid extra under any circumstances.

5. PAYMENT TERMS

- 5.1. The payment terms between the parties shall be on a back-to-back basis through Joint **ESCROW** Account mechanism, i.e. payment from**(Customer)** shall be received in the Project specific ESCROW Account jointly operated by **ITI & XXXX**, and further disbursement to both the parties shall be made through this ESCROW Account, in accordance with the defined share and payment mechanism. **XXXX** shall raise all invoices on **ITI** within a reasonable period of time, so that **ITI** will be able to raise their invoices on**(Customer)** within reasonable period of time and put all efforts to receive payment within such reasonable period of time.
- 5.2. Payments will be distributed between **ITI & XXXX** based on the Projects Milestones and the Proportion of work carried out by the parties for their respective Scope of work. However, the payment to **XXXX** shall be made only on receiving payment of such raised invoices on..... **(Customer)** by **ITI**. In case such invoices are disputed by..... **(Customer)** the payment of such invoices shall be made only after the resolution of dispute in relation to the payment of such invoices, as the arrangement between **ITI & XXXX** is on back to back basis.
- 5.3. Where..... **(Customer)** imposes any Liquidated Damages and/or penalty on the consortium members, such Liquidated Damages and/or penalty shall be applicable to the concerned member of the Consortium responsible for such damages for the respective share of work.
- 5.4. The **Commercial Understanding** between the Parties for addressing the **(Customer Tender)** shall be mutually discussed and agreed to between the Parties and a separate Commercial agreement shall be signed by the Parties before bid submission and the Commercial agreement will also be part of this Agreement.

6. LIQUIDATED DAMAGES:

- 6.1. Each Party will be responsible for any Liquidated Damages and/or penalty imposed by..... **(Customer)**, in accordance with the bid document and the Joint Bidding agreement to be executed between**(Customer)** and the Consortium should the work be awarded to the Consortium, only in relation to their respective scope of work as specified herein. It is clarified that no Party shall be responsible for any liquidated damages and/or penalty imposed by..... **(Customer)**, if the same is not in relation to their respective scope of work. Any liquidated damages/penalty payable to**(Customer)** under the Joint Bidding agreement with**(Customer)** shall be allocated to each Party to the extent a Party is responsible for the same, it is agreed between the Parties for their respective scope of work.

7. PERFORMANCE BANK GUARANTEE

7.1. Each of the parties will submit the Performance Bank Guarantee (PBG) for 50% of the PBG value as per Contract Value to**(Customer)** as per the**(Customer)** mandate and **XXXX** has to provide another 50% of the PBG value as per Contract Value to **ITI** as per **ITI-EOI** condition in the form of Bank Guarantee.

8. TAXES & STATUTORY PAYMENTS

8.1. All payments to **XXXX** by **ITI** shall be subject to the deductions of tax at source as applicable, under Income Tax Act.

8.2. **XXXX** agrees that they will comply with the Indian Income Tax Act in force from time to time and pay Indian Income Tax, as may be imposed/ levied on them by the Indian Income Tax Authorities, for the payments received by them for the Project under this Agreement.

8.3. Should **XXXX** or **ITI** fail to submit returns/pay taxes (as applicable) as stipulated under applicable Indian/State Tax Laws and consequently any interest or penalty is imposed by the concerned authority, the respective Partner shall pay the same. Further, **XXXX** shall indemnify **ITI** against any and all liabilities or claims arising out of this agreement for such taxes including interest and penalty by any such Tax Authority may assess or levy against the respective Partner. **ITI** shall also indemnify and hold harmless **XXXX** against any and all liabilities or claims arising out of this agreement due to failure on the part of **ITI** to comply with applicable indian and state laws including failure on the part of **ITI** to deposit the taxes deducted to the statutory authorities.

9. INTELLECTUAL PROPERTY/TRADEMARKS

9.1. All intellectual property rights existing prior to the Effective Date of this Agreement shall belong to the party that owned such rights immediately prior to the Effective Date. Neither party shall gain by virtue of this Agreement any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by the other. If the parties decide to undertake any joint development pursuant to this Agreement, any such joint development shall be governed by a separate joint development agreement to be negotiated in good faith by the parties and executed prior to the commencement of any joint development efforts.

9.2. Neither party, without the express prior written consent of the other party, shall use the trademarks, service marks, proprietary words or symbols of the other party.

9.3. Nothing in this Agreement shall affect either party's right to use any trademarks, service marks or proprietary words or symbols of the other party to properly identify the goods or services of such other party to the extent otherwise permitted by applicable law or by written agreement between the parties.

10.WARRANTY

10.1.Each Party, while agreeing to work on this Project, warrants that it has read, understood and agree to all the provisions of the (Customer Tender) including all the notifications, amendments, modifications, annexures, etc as may be issued by the**(Customer)** and agree to participate in the (Customer Tender) and if selected, undertake to execute the allocated scope of work as mentioned in the **Annexure 1**.

10.2.Each Party warrants that the products, services and other assistance to be provided will be as specified in the (Customer Tender) will be performed in accordance with the (Customer Tender) terms.

11.CONFIDENTIALITY

11.1.Parties would maintain confidentiality and would not disclose/part or share any information/program of tender processing with any person or party not authorized by the parties. Any information related to the project, including participation in the..... (Customer Tender), shall not be published or advertised for any purpose by any of the parties. The confidentiality provisions of this Agreement shall remain in full force and effect during the term of this Agreement and 12 months thereafter.

12.INDEMNIFICATION

12.1.Each Party shall indemnify, defend, save and hold harmless the other Party against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach of or any of its obligations under this Agreement or any related agreement or on account of any defect or deficiency in the provision of services, or from any negligence under contract or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement

13.LIMITATION OF LIABILITY:

13.1. Notwithstanding anything to the contrary in this Agreement, the liability of each Party towards the other for any damages or compensation of any nature whatsoever under this Agreement, shall not exceed Total cost of Project. The Parties agree that the liability will be actual in case of any liabilities arising due to:

- a. Any amount payable as indemnity to..... (Customer) due to its acts or omissions or fraud, gross negligence and willful misconduct;
- b. Breach of any Applicable Laws or any Applicable Permits;
- c. Any claims or loss on account of Intellectual Property rights violation;
- d. Any personal bodily injury or death of any person caused by, arising out of or in connection with its performance of this Agreement; or
- e. Any loss of or physical damage to property of..... (Customer), or any third party caused by, arising out of or in connection with the performance of this Agreement

14. TERM AND TERMINATION

14.1. This Agreement shall come into force on the Effective Date and is specific to the mentioned

14.2. During its Term, this Agreement will be terminated in the event of:

- a) **(Customer)** withdrawing it's..... (Customer Tender)
- b) Work not being awarded to **ITI** for..... (Customer Tender)
- c) Mutual agreement between the Parties.
- d) The products do not meet the requirements of..... (Customer Tender) and **XXXX** fail to remedy the products so as to meet the requirements of..... (Customer Tender) within the time limit allowed by the..... **(Customer)**
- e) The Parties are not able to arrive at a mutually agreeable understanding on role and responsibilities or Commercial Understanding for addressing the..... (Customer Tender)/Letter of Intent/Advance Purchase Order/Purchase Order from**(Customer)**
- f) Either Party commits a breach which is not corrected within 30 days after a written notice from the non-breaching Party
- g) The Parties are not successful in the..... (Customer Tender)
- h) If any Party is wound-up or dissolved (save in relation to a reorganization, reconstruction or amalgamation not affecting the credit-worthiness of that Party) or is declared insolvent or an order is made or resolution is passed for the winding-up of that Party or if a provisional liquidator is appointed in respect of that Party or a receiver (which expression shall include administrative receiver) is appointed in respect of that Party or all or any of its assets

i) If the Customer blacklists any of the Parties

14.3. **Effect of Termination:** The parties to this Agreement shall be responsible to perform its obligations as required under aforementioned..... (Customer Tender)of(Customer)

14.4. Termination, however caused, shall not relieve any of the **Parties** of its obligations incurred prior to the date of termination.

15. MISCELLANEOUS

15.1. **PUBLICITY.** Neither party shall publicize or disclose to any third party without the consent of the other party, either the terms of this Agreement or the fact of its existence and execution, except as may be necessary to comply with other obligations stated in this Agreement. Any publicity made with respect to the Proposal or Contract shall be executed jointly with mutual consent.

15.2. **No JOINT Venture.** Nothing in this Agreement shall constitute, create or give effect or recognize a JV, partnership or business entity of neither any kind nor any legal claim on one another.

15.3. **No ASSIGNMENT.** Neither party may assign its rights and obligations under this agreement to a third party without the prior written consent of the other party.

15.4. **FORCE MAJEURE:**

Neither Party shall be held liable for failure or delay in the performance of its obligations under this Agreement if such failure or delay is due to the occurrence of any Force Majeure event, including but not limited to acts of God, pandemic, strikes, labour disputes, fire, accidents, riots, explosions, wars, terrorism, hostilities, political unrest, breakdown of communication facilities, or any orders and/or restrictions imposed by Government and/or courts and/or any other public authority ("**Force Majeure Event**").

Upon the occurrence of a Force Majeure Event, the affected Party shall promptly notify the other Party in writing and the Parties shall immediately consult with each other in good faith to arrive at an equitable solution. Both Parties shall use all reasonable efforts to mitigate and minimize the consequences arising from such Force Majeure Event.

If the Force Majeure Event continues for a period exceeding **fifteen (15) Business Days** and no suitable alternate solution is arrived at between the Parties, either Party may, at its discretion, issue a written notice to the other Party seeking appropriate resolution.

In the event that the Force Majeure Event **continues for a period of ninety (90) consecutive days or more**, and the Parties are unable to mutually agree upon a suitable alternate arrangement, **either Party shall have the right to terminate this Agreement by giving fifteen (15) Business Days' prior written notice to the other Party,**

without any liability arising out of such termination, except for obligations accrued prior to the occurrence of the Force Majeure Event.

15.5. **NOTICES.** Notices and other communications under this Agreement shall be in writing and communicated through post, courier, fax, email or any other recognized mode of such communication. All such notices and communications shall be directed to the address mentioned in this agreement.

15.6. **OBSERVANCE of Regulations.** The employees of each party shall obey all rules and regulations of the other party while on the premises of the other party or the Client, provided the party's employees have been informed of such rules and regulations.

15.7. **WAIVER:** neither party shall be deemed to waive any of its rights, powers, or remedies hereunder unless such waiver is in writing and signed by the said party. this agreement is binding upon the parties hereof.

15.8. **SEVERABILITY:** If Any Provision Of This Agreement Is, Held Illegal, Invalid Or Unenforceable In Whole Or In Part In Any Jurisdiction, This Shall Not Affect The Validity Or Enforceability In That Jurisdiction Of Any Other Provision Of This Agreement Or The Validity Or Enforceability Of That Provision Or Any Other Provision In Any Other Jurisdiction, Provided That The Parties Shall In Good Faith Negotiate A Replacement Provision Or Structure Or Agreement Which In A Legal, Valid And Enforceable Way To The Nearest Extent Reflects The Original Commercial Intent Of The Parties

15.9. **PRECEDENCE.** In the event of conflict between the provisions of this agreement and any attached exhibit, the provisions of this agreement shall to the extent of such conflict take precedence.

15.10. **SURVIVAL OF PROVISIONS.** Notwithstanding any other provisions of this agreement, the provisions of clauses intellectual property / trademarks, confidentiality, indemnification & limitation of liability shall expressly survive the termination of this agreement.

15.11. **ENTIRE AGREEMENT:** this agreement contains the entire understanding between the parties, superseding all prior communications, agreements, and understandings between the parties with respect to the purpose of this agreement. any agreement or deeds, documents etc. signed in compliance with tender shall be subject to this agreement.

CONFLICT: In the event of any inconsistency or conflict between the terms and conditions of this Agreement and the terms and conditions contained in the Consortium Agreement or any other project-specific document required to be submitted to the Customer, the provisions of the Consortium Agreement or such project-specific document shall prevail **to the extent of such inconsistency.**

Such overriding effect shall apply **only with respect to the concerned project**, and this Agreement shall otherwise continue to remain valid and binding between the Parties.

16. Non FULFILLMENT of Obligations:

- 16.1. If the performance of **XXXX** is not in line with expectations of.....
(Customer) in terms of milestones/deliverables, **ITI** shall provide written notice identifying specifying deficiencies. **XXXX** shall from receipt of such notice to cure the deficiencies to the reasonable satisfaction of **ITI**. If **XXXX** fails to cure the deficiencies within such period, **ITI** has the right to get the project done with alternate arrangement at the cost and risk of **XXXX** under intimation in advance of maximum of ONE month through notice to **XXXX** by **ITI**. In the event of any deliverables by **XXXX** being delayed due to any force majeure, the Parties agree to mutually consult each other in evaluating and rectifying the situation.
- 16.2. In the event of **ITI** being forced to execute the Project through a third party due to the failure of **XXXX** the additional cost incurred by **ITI** shall be to the account of **XXXX** the same shall be payable to **ITI** within three months of **ITI** raising such bills on **XXXX**
- 16.3. In principle, to safeguard the interest of the Parties, failures pertaining to **XXXX** and losses/ damages in this regard will be borne by them. Similarly, losses/damages pertaining to **ITI**'s failure will be borne by **ITI** and neither party will portray the losses on the other for their own failure.

17. GOVERNING Law and Jurisdiction

- 17.1. This agreement shall be construed and governed by the laws of India and the parties hereby submit to the exclusive jurisdiction of the courts located within Bengaluru.
- 17.2. Any matter, which is not stipulated in the agreement, shall be settled in good faith by discussion among the parties in the spirit of understanding and cooperation.
- 17.3. All disputes or differences whatsoever arising out of or in relation to this agreement among the parties shall be referred to and decided law courts located at Bengaluru.
- 17.4. Written form: the provisions of this agreement shall not be modified, amended, nor waived, except by a written instrument duly executed by the parties hereto.

18.EFFECTIVE DATE AND VALIDITY

18.1. This Agreement shall be deemed to have taken effect from the Effective Date and will remain in effect till 120 calendar months from the date of signing of this Agreement or till the successful completion of the project of..... (Customer Tender) and release of payments thereof by..... (Customer) whichever is later unless terminated earlier in accordance with provisions of Clause 17 herein above.

18.2. Prior to expiry of this Agreement, the term of this Agreement may be extended or renewed by mutual consent of the Parties in writing. This Agreement is exclusive for the..... (Customer Tender) only among the parties.

By signing this Agreement, **ITI & XXXX** acknowledge that it correctly records the understanding they have reached with regard to the Project.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed in duplicate to be effective as of the Effective Date, by its duly authorized representative.

<i>For ITI Limited</i>	<i>For XXXX</i>
Signature	Signature
Date	Date
Name	Name
Designation	Designation
Witness:	

Signature	Signature
Date	Date
Name	Name
Designation	Designation

Annexure- I

Pre-Award Responsibility Matrix for.....

S#	Activity	ITI	XXXX
1	XXXX & ITI as Strategic partners will interface with each other to address all technical and commercial issues towards..... (Customer tender) with ITI being the Lead Bidder	P	P
2	Submission of EMD to..... (Customer) as per..... (Customer Tender) and back to back EMD to ITI by XXXX	P	P
3	Pre-Tender tie up with OEM partners for End-to-End Network Supply & Services and support SoW provider on all technical, commercial & financial issues.	S	P
4	Preparation and submission of the complete bid for Supply & Services and support SoW for competitive Bid Preparation with all the required documents to (Customer)	P	P
5	Submission of clarifications and/or making presentation to..... (Customer) in shared responsibility mode during technical/financial evaluation of the bid.	P	P

Post-Award Responsibility Matrix for.....

S#	Activity	ITI
1	Front ending with..... (Customer) in shared responsibility mode on all technical and commercial issues.	P	S
2	Submission of Performance and other Financial Securities to(Customer)	P	P
3	Management/ Supervision of the project for..... (Customer Tender)	P	P
4	Deployment of Technical Manpower related to respective SoW at various Project Locations during implementation, warranty, AMC, O&M Period of Project.	S	P
5	Payment towards salaries, per diem allowances, travel cost including flights, local travel, communication costs, office space	P	P

	including official instruments, office rent, boarding & lodging of staff, etc for their respective scope of work.		
6	Collection of payment from the (Customer) and ensuring receipt to the Joint escrow bank account opened by the consortium members	P	P
7	Preparation and submission of documents/presentations/reports required from time to time as per project requirements to(Customer)	P	P
8	Establishment of project offices in shared responsibility mode within one month of award of contract by..... (Customer) to ITI.	P	P
9	Site Survey and related activities related to respective SoW	S	P
10	Supply of all Hardware & Software of the project under..... (Customer Tender)	S	P
11	Installation, testing and commissioning & Acceptance Testing of all Hardware & Software of the project under..... (Customer Tender)	S	P
12	Providing Warranty/ AMC and O&M support for respective SoW as per requirements of the..... (Customer Tender)	S	P

P-Primary Responsibility, S: Secondary Responsibility.

COMMERCIAL UNDERSTANDING (to be signed by selected partner on Stamp Paper - as part of bipartite agreement before submission of customer tender)

COMMERCIAL UNDERSTANDING

_This **COMMERCIAL UNDERSTANDING** (“**Agreement**”) is executed on the ____ day of
.....2026 by and between

ITI Limited [CIN No. L32202KA1950GOI000640], Company incorporated and registered under the laws of India and having its Registered and Corporate Office at ITI Bhavan, Doorvaninagar, Bangalore – 560 016, represented by its authorized Signatory, **Mr**, hereinafter referred to as “**ITI**”, which expression shall, unless it is repugnant to the meaning or context thereof, mean and include its successors and permitted assigns.

AND

XXXX, [CIN:], a Company registered under the Companies Act 1956, with its registered office India, hereinafter referred as “.....”, which expression shall include its successors and permitted assigns, of the second part.

ITI and XXXX are individually referred to as “Party” and collectively referred to as “Parties”.

A. ITI, Government of India Enterprise, under Ministry of Communications, engaged in manufacturing of complete range of telecom products, is a leading company in Telecommunications and Information Technology and has successfully executed many Information Technology/ IT enabled Services and networking projects in India and abroad.

B. WHEREAS XXXX. being in IT and Telecommunication Systems and Solutions business for the past ... years, provides(area of business)

C. WHEREAS(**Customer**), has floated tender and invited Bids for Tender No. issued on(issued date) for (**Customer Tender Name**) (Hereinafter referred as “.....” (Customer Tender)).

- D. WHEREAS **ITI** had floated an Expression of Interest (EOI) for selection of consortium partner/system integrator for participating in the Tender for **Customer Tender Name** vide Ref:dated.....(ITI EOI ref name) (Hereinafter referred as “**ITI-EOI**”)
- E. **XXXX** have submitted the response to ITI-EOI and agreed to work with ITI as Consortium partner/System Integrator (SI), as per tender and EOI conditions
- F. After techno-commercial evaluation of **ITI-EOI** bid proposal, ITI has selected **XXXX** as **consortium partner/back end partner** to bid for(Customer tender) and ITI is designated as the Lead Bidder of Consortium (**in case ITI submits the bid as consortium**). ITI and **XXXX** agree to join hands on mutually exclusive basis for a fruitful association, complementing each other’s strengths for(Customer Tender)
- G. WHEREAS clause 5 of the MoU provides for finalizing a commercial understanding between the Parties to address the Tender and the Parties, therefore, agree for the following:
1. This Agreement shall be read as part of the MoU dated signed between the Parties.
 2. The Parties agree to bid for the(**Customer Tender**) based on the prices arrived by mutual discussions for all the requirements called for in the
(Customer Tender)
 3. **XXXX** agrees to execute Order, if awarded to **ITI**, as per the **Customer Tender**/ Order terms and conditions. However, in case, **ITI**’s bid offer is not at ‘L1’ and **ITI** is offered Order at a lower price, the Parties shall discuss and mutually decide on accepting the Order at lower price.
 4. In the event Customer requires demonstrations or prototypes prior to execution of a contract, **XXXX** will provide **ITI**, without any cost to **ITI** or without any purchase order from **ITI**, with the resources necessary to meet Customer’s request. **ITI** shall provide logistic support, end user certificates, assistance for customs clearance if requested by **XXXX**. Customs duties/other expenses, if any, however, shall be paid by.
 5. **Delivery: XXXX** shall deliver the complete solution (Supply, Installation, Testing, System Integration, commissioning of all products) to meet the delivery schedule as per purchase order, if awarded to **ITI**. The cost towards delivery shall be to **XXXX**
 6. **XXXX** agrees to execute the order fully on back to back basis as per the terms and conditions of the..... **(Customer Tender)**/ Purchase Order. However, **XXXX** agrees to offload any additional activities related to execution of the Purchase Order to **ITI**,

if so desired by **ITI**, and the commercials for such activities shall be separately discussed and mutually agreed to.

7. **Bid Security/ Earnest Money Deposit [EMD]:** ITI being a Lead bidder of the Consortium towards **Customer** would submit the EMD to**Customer** as per the Mandate in..... **(Customer Tender)**. **XXXX** will submit the EMD to ITI before bid submission to(Customer) as per back to back terms
8. **PBG: XXXX** agrees to submit the Performance Bank Guarantee (PBG) for% of the Contract Value to Customer as per..... **(Customer tender)** requirement and **XXXX** has to provide another % to ITI as per EoI condition in the form of Bank Guarantee.
9. **Margin: ITI** will have a net margin of % on the basic price of Customer's Purchase Order. i.e., the margin is on all-inclusive price less duties, taxes and other levies (if any).
10. **Advance Purchase Order:** In case Customer places an Advance Purchase Order/ Letter of Intent as part of Purchase Order, **ITI** will place Advance Purchase Orders (APO)/ Letters of Intent (LoI) on **XXXX** within seven working days of receipt of Advance Purchase Order/Letter of Intent from the (Customer)
11. **XXXX** shall submit their acceptance to ITI's APO/LoI within seven working days of ITI's APO/LoI along with the required Performance Bank Guarantees as per Tender/APO/LoI.
12. **Purchase Order: ITI** shall place Purchase Order on **XXXX** immediately on receipt of Purchase Order from the **XXXX** shall submit their acceptance to the Purchase Orders within 3 working days of **ITI's** Purchase Order.
13. **Payment terms:** The payment to **XXXX** shall be on back to back basis through ESCROW account as per the**(Customer Tender)** / Purchase Order from the Customer i.e payment from shall be received in the Project specific ESCROW Account jointly operated by ITI & **XXXX**, and further disbursement to both the parties shall be made through this ESCROW Account, in accordance with the defined share and payment mechanism
14. Payment to **XXXX** shall be on Indian Rupee basis. Impact due to changes in taxation rules shall be claimed by **ITI** from the and, if not acceded to by the **(Customer)**, the same shall be passed on to **XXXX**. Tax deduction at Source (IT TDS) will be deducted from the bills submitted by **XXXX** for the same deducted amount.

15. **Liquidated Damages/ Penalties:** Liquidated Damages and any penalties arising due to delay in supply of equipment's, delay in type approval/ validation/ testing and inspection, installation and commissioning, technical non-compliances in the systems, poor warranty and maintenance support, infringement of IP rights etc. as per the terms of **(Customer Tender)** or Purchase Order shall be to the account of **XXXX**, if such deductions/penalties are attributable to **XXXX**
16. In the event of **ITI** being forced to execute the project through a third party due to the failure of **XXXX**, the additional cost incurred by **ITI** shall be to the account of **XXXX** and the same shall be payable to **ITI** within three months of **ITI** raising such bills on **XXXX**
17. This Commercial Understanding shall remain a confidential document and no Party shall share it with a third party without obtaining other Party's prior written consent. This document may be shared with a third party to satisfy any statutory or legal requirements, with due intimation to the other Party.
18. All the terms and conditions of the MoU shall be applicable for this Agreement. In case of any conflict in the clauses in the MoU and this Agreement, the clauses in this Agreement shall prevail.

In **WITNESS WHEREOF** the **Parties** hereto have executed this **Agreement** as of the date first written above.

For **ITI LIMITED**

XXXX

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Witness

Signature:

Name :

Title :

Witness

Signature:

Name :

Title :