



**Request for Proposal (RFP)  
For the Selection of  
Antenna Technology Provider**

**28 October 2022**

**Reference No: ITI/COR/PP/RFP/Antenna**

**ITI LIMITED  
Registered & Corporate Office  
ITI Bhavan, Dooravaninagar  
Bengaluru - 560 016  
CIN No: L32202KA1950GOI000640**

## 1. INTRODUCTION

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

More information about ITI Limited can be viewed on [www.ityltd.in](http://www.ityltd.in) .

To address the latest market trends, strengthen its manufacturing capabilities and as part of its focus on delivering turnkey projects, in the field of Telecom, IT and networking, ITI Limited has decided to participate in the upcoming coming BSNL's 4G Tender under Atma Nirbhar Bharat Mission.

ITI is looking for Antenna Technology Provider who will enable ITI with Technological details to manufacture **Antenna System for GSM, UMTS, 4GLTE and 5G** as per defined scope in the document and be part of the Make in India Initiatives.

In this regards, proposal is invited **under e-tender mode(2 bid system)** from the bidders having proven technological capabilities including necessary certifications for "**Antenna System for GSM, UMTS, and LTE**" meeting Telecom Engineering Centre(TEC) GR Standards" and enable ITI with technological detail to manufacture Antenna Systems as per terms & conditions enumerated below.

Technical bid and financial bid are to be submitted **separately** in the allotted sections in the Tenderwizard portal, otherwise, the bids will be likely to be rejected.

## 2. IMPORTANT DATES

<b>S.No.</b>	<b>Activity</b>	<b>Schedule</b>
i	RFP Issue Date	28-10-2022
ii	Bidders Meeting	8-11-2022 : 10.00 AM
iii	Upload of Reply to Bidder's query	15-11-2022: 06.00PM
iv	Due Date & Time for Submission of Proposal through Tender Wizard	22-11-2022: 06.00 PM
v	Date & Time of opening of Proposals	23-11-2022 : 03.00PM

## 3. PURPOSE

ITI intends to manufacture “**Antenna System for GSM, UMTS and LTE and 5G technologies**” meeting Telecom Engineering Centre (TEC) GR Standards in vogue to participate & supply against upcoming & future Tenders/EOI/RFP of BSNL, MTNL, BBNL or other Organisations.

For Generic Technical Specification please refer to **Annexure-V**.

The selected Antenna Technology Provider, should be willing to enable ITI with technological details for manufacturing and servicing of **Antenna System for GSM, UMTS and LTE and 5G**.

## 4. SCOPE OF WORK

4.1. The Antenna system comprises of the following:

(a) Antenna.

(b) Remote Electrical Tilt (RET) sub-system [for antennae with UMTS & LTE ports] shall be provided as per Schedule of Requirements from customers.

(c) RF Cables

4.2. The Antenna Technology Provider shall enable ITI to meet the compliance of the Antenna system as per the latest TEC GRs for Antenna System mentioned in **Annexure-V**.

4.3. Antenna Technology Provider shall be willing to enable ITI to manufacture Antenna System meeting IS Standard or TEC GR standards as mentioned in BSNL EoI MM/NWP-GSM-II/REG-POC-4G/E-697/2021 issued on 01.01.2021

and its Annexure –B.1 , through an Agreement, to enable ITI to assemble, manufacture , Market, Sale & Service and provide maintenance service on the product to its customers.

- 4.4. Antenna Technology Provider must provide Antenna System Software code & its upgraded versions progressively as and when available to enable ITI to operate and maintain the system.
- 4.5. Antenna Technology Provider shall provide all the upgrades developed for the offered product (including ITI product based on Technology enablement) during the contract period, without any commercial implication. They should also ensure to develop the upgraded Antenna System to meet upgraded Technical Specification as per prevailing standard, if any, to overcome any obsolescence.
- 4.6. Antenna Technology Provider must agree to supply kit of the proposed product in Completely Built Unit (CBU) and Semi Knocked down (SKD) to ITI as per ITI requirement.
- 4.7. The strategic alliance between ITI and the Antenna Technology Provider (ATP) shall be for a period of minimum five years or as per agreed time period from the date of the agreement. The Antenna Technology Provider shall provide all the assistance in setting up/upgrading the assembly/ manufacturing facilities at ITI units.
- 4.8. Antenna Technology Provider must assist ITI in setting up the production lines and give necessary Technical Support including Specification, process diagrams & training to ITI personnel for the smooth and efficient functioning of the Antenna System Production. ITI desires that Antenna Technology Provider shall assist in supply of all the necessary Infra required for Manufacturing & Testing of Antenna System except High End SMT facility & PCB Facility (available with ITI) & Test Bench (ITI is going to procure). They may visit ITI Production facilities already available/planned to be made available before award of this RFP.
- 4.9. The Agreement on Antenna system manufacturing will includes the Mechanical tools, Hardware/software design, manufacturing, assembly. inspection, testing, quality assurance methods, troubleshooting, supply, Installation, Commissioning, servicing/ maintenance during the warranty/post warranty period, training, documentation, design upgrades , system integration etc. as per various customer requirements for SKD manufacturing of Antenna System.
- 4.10. The Antenna Technology Provider shall ensure compliance, in totality, of his product to applicable Indian Standard specifications or any other standard, as referred in the customer requirement.

- 4.11. The Antenna Technology Provider should be responsible to provide free software /firmware/patches/ upgrades to ITI for the product as per customer order such as BSNL EoI MM/NWP-GSM-II/REG-POC-4G/E-697/2021 issued on 01.01.2021 and its Annexure –B.1 during the pre-sales and post sales phases of the product to ascertain the compliance of the product with the standards and specifications.
- 4.12. The Antenna Technology Provider shall be responsible on behalf of ITI to obtain all necessary certifications and necessary approvals such as TEC/TSEC, CACT Certificate from BSNL (QA) and Test certificate from NABL/International accredited agencies for ITI make product if required. However, one time Certification & Testing Fees will be paid/reimbursed by ITI.
- 4.13. After/During successful technology enablement process, the Antenna Technology Provider shall also support ITI for the Tenders / Purchase orders of Government, PSUs, Defence and Private customers for the products / services.
- 4.14. ITI shall be procuring Completely Built Units (CBUs) and Semi knocked Down Units (SKDs) kits from the Technology Provider. Partner shall also extend the technical support for using the equivalent items from alternate source compatible to the kits provided.
- 4.15. The Antenna Technology Provider has to support ITI in setting up the infrastructure for the manufacturing of 4G Antenna and test set up upgradable to 5G Antenna manufacturing.
- 4.16. The Antenna Technology Provider at their cost shall support ITI for field trial/proof of concept (PoC)/TSEC by providing samples of 3 sets for each type approved Antenna System free samples as per customer requirement towards the pre-supply qualification for the customer orders. The Antenna Technology Provider has to undertake the responsibility of integrating the Antenna System with the back end system in coordination with the Telecom solution provider of the customer during the PoC as per the requirement of BSNL EOI MM/NWP-GSM-II/REG-POC-4G/E-697/2021 issued on 01.01.2021 and its Annexure.
- 4.17. All the terms and conditions of BSNL EOI MM/NWP-GSM-II/REG-POC-4G/E-697/2021 issued on 01.01.2021, its Annexures and subsequent BSNL RFP, Purchase Orders, Work Orders, Letter of Intents(LOIs) will be applicable to the selected Technology partner on back to back basis for successful completion of the this project.

## **5. ELIGIBILITY CONDITIONS FOR ANTENNA TECHNOLOGY PROVIDER**

<b>A</b>	<b>Essential Eligibility Criteria for the Applicants</b>	
	<i>Pre-Qualifying Criteria</i>	<i>Compliance Document</i>
i.	The Antenna Technology Provider company should be a company registered in India having its office in India and incorporated under the Indian Companies Act, 1956/2013 and should be at least five years (from the date of releasing this RFP) old company.	a. <i>The details of the company and Certificate of Incorporation</i>
ii.	Antenna Technology Provider should be an Original Design Manufacturer (ODM)/ Original Equipment Manufacturer (OEM) of “Antenna System meeting TEC GR standards”.	(i). <i>Relevant documents to the ownership to be submitted</i>  (ii). <i>An undertaking of owning IPR (Intellectual Property Right) or Copyright/ License for the Antenna System design needs to be submitted.</i>
iii.	Antenna Technology Provider must confirm that there are no Patent / legal issues that might become hindrance as per scope of RFP at any stage.	<i>self Undertaking would be required</i>
iv.	The Antenna Technology Provider company should have a consolidated annual turnover Rs.90 Cr average for the last three financial years, that is, 2021-22, 2020-21, 2019-2020. Antenna Technology Provider’s Net Worth for the last three years must be positive.  <i>Note: Financial year will be 2021-22, 2020-21,2019-2020, if audited results are available otherwise 2020-21, 2019-20,2018-19 would be considered, subject to the condition that audited financial results for 2021-22 not declared.</i>	a. <i>Audited account statements for the years specified to be provided.</i>  b. <i>The Networth certificate to be provided.</i>

v.	<p>Antenna Technology Provider should have manufactured and supplied minimum 30,000 Nos. of 3G/4G/5G types Antenna System to Indian or Global entities per year in last 2 Years.</p>	<p><i>Documentary evidence (Customer POs and performance certificate) to prove experience to be submitted.</i></p>
vi.	<p>Antenna Technology Provider should not have been blacklisted by Central Government / any State or UT Governments / PSU/ organized sector in India to work with ITI as per this RFP and Customer Tender terms and conditions. And shall submit a self-declaration to this effect.</p>	<p><i>A Self-Declaration of not being under any black list or Barring.</i></p>
vii.	<p>The IPR or copyright/License of the Antenna System to be owned by the Antenna Technology Provider or authorisation to use IPR of 3rd party including complete rights to transfer such IPR.</p> <p>The Antenna Technology Provider should have their own R&amp;D set-up in India. R&amp;D set up should have certificates in the field of Micro wave/Radio Engineering with respect to antenna array systems and other mechanical features of antenna system.</p>	<p><i>(i). Relevant documents to the ownership to be submitted</i></p> <p><i>(ii). An undertaking of owning IPR (Intellectual Property Right) or Copyright/License for the Antenna system design needs to be submitted.</i></p> <p><i>iii) Details of R&amp;D infrastructure including technical manpower resources to be submitted</i></p>
viii.	<p>ATP should have Trained and Experienced manpower in Microwave Wave Radio Engineering, Fabrication of Structural systems etc.</p>	<p><i>List of manpower and Proof of experience to be provided</i></p>
ix.	<p>The Antenna Technology Provider shall provide the design vide an agreement enabling ITI to manufacture Antenna System with following steps.</p> <ol style="list-style-type: none"> <li>SMT assembling using components supplied by suppliers</li> <li>Bill of materials list along with technical specifications, part nos. and the OEM details</li> </ol>	<p><i>A Compliance Statement is needed</i></p>

	<p>c. THT and manual assembling using component supplied by suppliers</p> <p>d. Mechanical part assembling using component supplied by suppliers</p> <p>e. PCBA testing</p> <p>f. Plastic injection using materials supplied by suppliers</p> <p>g. System assembly</p> <p>h. System Calibration</p> <p>i. Software flashing</p> <p>j. System Testing</p> <p>k. Debugging of product</p> <p>l. Printing &amp; Sterilization</p> <p>m. Packaging</p> <p>n. QC Lab</p> <p>o. Any other procedure which is required for manufacturing the Antenna System.</p> <p>Note: Initially ITI will go for CBU order. Investment in the Capex will be based on the business feasibility and customer orders.</p>	
x.	<p>Orders issued by the Government of India restricting procurement from certain countries which shares a land border with India shall apply to this procurement.</p> <p>Any Antenna Technology Provider or their OEM, from a country which shares a land border with India shall be eligible to bid in this tender only if they are registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).</p>	<p>Antenna Technology Provider or their OEM sharing land border with India, which are not part of restricted countries shall provide the certificates of registration in this regard from DPIIT as Per Annexure- IX and Annexure-X</p>
xi.	<p>The Antenna Technology Provider (or the group it is affiliated to) must have capability to produce ANTENNA SYSTEM in accordance with TEC/ IS/ NABL Standards catering to different regions along the globe and relevant standards</p>	<p>Certificate from TEC/ IS/ NABL Standards for product certification</p>



xii.	The Antenna Technology Provider shall ensure the compliance of the Antenna system as per the latest TEC GRs for Antenna System mentioned in Annexure-V.	<i>A Compliance Statement is needed</i>
<b>B</b>	<b>General Commercial Conditions</b>	
i.	The Antenna Technology Provider shall sign an agreement to enable ITI for manufacturing of Antenna System through its technology and provide full support in planning, manufacturing, implementation, upgrading of manufacturing facilities and rehabilitation of the manufacturing lines so that ITI is fully equipped and capacitated to service the potential customer order. The Technology enablement activity and manufacturing shall start in parallel just after issue of LoI by ITI. Any delay in Technology enablement shall be seen as a default on the part of Antenna Technology Provider and may be termed as non-seriousness and may prompt ITI to look for next available alternative towards selection of Antenna Technology Provider.	
ii.	The Antenna Technology Provider shall enter into an Agreement with ITI to enable ITI for the manufacturing and servicing of the product.	
iii.	The Antenna Technology Provider should meet the eligibility criteria. Antenna Technology Provider shall provide clause-by-clause compliance as per Annexure-II and conform to the requirements, by providing undertaking as per Annexure-III.	
iv.	The Agreement will be valid for an initial period of 05 Years with the scope to extend the arrangement further on mutual consent.	
v.	Antenna Technology Provider shall depute experienced technical personnel for at least for 30 days from the date of commissioning to support manufacturing free of cost to ITI and after that as and when required to resolve the technical issues for Certification or during bulk production.	
Vi	Antenna Technology Provider must be willing to provide Contract Manufacturing job work for the manufacturing of the Antenna System, if Customer agrees to accept Antenna Technology Provider's product & if ITI desires to supply Antenna Technology Provider's product against existing LOA Customer order. The payment term should be only on Back to Back basis and the percentage margin on sale price of the antenna should be calculated by deducting the cost of contract manufacturing.	
Vii	ITI intends to build manufacturing capacity of 5000 (Five Thousand) numbers of the Antenna System per month initially. The capacity for production could be increased further on mutual consents. Antenna Technology Provider must agree to provide all technical support for development of required Infrastructure.	

viii	Antenna Technology Provider is required to share a detail technical presentation for implementation of Technology enablement with ITI to ascertain the suitability of the technical qualification of the bidder.
ix.	Antenna Technology Provider should meet the specifications for manufacturing of Antenna System as mentioned in aforesaid clauses. Antenna Technology Provider should have manufacturing setup in India. However, for future orders, Antenna Technology Provider should also meet the specifications of customer for continuation of collaboration for manufacturing of Antenna System.
X	The Antenna Technology Provider shall provide comprehensive support to ITI for the installation, commissioning, warranty and post warranty servicing of the product.
xi.	The Antenna Technology Provider shall support ITI in tenders floated for the product, by meeting the technical conditions of the tender.
Xii	The payment to the Antenna Technology Provider towards its deliverables shall be made on receipt of payment from the customer in the back to back basis. Request for change in terms will not be entertained at any point of time.
xiii	The details of Technology for the ANTENNA SYSTEM manufacturing along with Gerber data(if any), PCB layouts, schematic diagrams, component sourcing details including arrangement with the Antenna Technology Provider suppliers, as applicable, through-hole details, software and mechanical assembly details etc., are to be provided by the Antenna Technology Provider to ensure smooth manufacturing and delivery of finished product once the agreement is signed.
Xiv	The process of Technology enablement as mentioned in clause 5.A.ix above should be completed within two months after issue of order for the Capex items.
Xv	The BOM/BOQ is to be provided by Antenna Technology Provider as per the requirement received for new opportunities from time to time
xvi	The Antenna Technology Provider shall impart necessary training to ITI Engineers for undertaking manufacturing, testing, calibration, troubleshooting, installation acceptance testing including Pre- Despatch Inspection for successful commissioning at the premises designated by the customer. The Design/R&D issues however shall remain in the scope of the selected Antenna Technology Provider only.
xvii	The Agreement between ITI and Antenna Technology Provider shall be signed by authorized signatories of ITI and the Antenna Technology Provider, duly supported by Power of Attorney issued by respective parties in the name of these signatories.

Xviii	Antenna Technology Provider should be willing to provide 3 sets for each type approved Antenna System equipment at the time of finalization of new order/contract for ITI free of cost for testing and verification purpose to match the requirement of potential customer if the need arises.
Xix	ATP should provide a list of Technical/commercial tie-ups, Transfer of Technology (ToT's) already in vogue with others.
Xx	<p>A Performance Bank Guarantee (PBG) for Project rollout of 3% of the work order would be required to be submitted for the period of project execution, which would be released after rollout of the project and after receipt of payment from customer. Period of project execution will be considered up to obtaining the NOC (No Objection Certificate)/Commissioning Certificate from the customer. If PBG Validity is going to expire before obtaining NOC, it will be obligatory to vendor to extend the PBG validity Period accordingly</p> <p>The PBG will be encashed in case of the following events.</p> <p>i) The manufactured product by ITI will not meet the quality specifications of the prototype and is rejected by BSNL/TEC authorities.  ii) Manufacturing defect is attributed to the design of the product.  iii) Technology partner fails to correct the failure of the manufactured product within the reasonable time as per the requirements of the customer/BSNL.</p>
xxi	Investment in Capex items for SKD process should start only after the receipt of confirmed order from customer.
xxii	“In order to safe guard the interest of ITI as substantial investment is proposed for the test jigs, procurement of material etc and to ensure that technology transfer proposed by the partner works at the optimum level , a binding agreement has to be entered with Technology partner that in case of failure he should suitably compensate for the investment incurred by ITI . Agreement format will be uploaded later in the form of Addendum of this RFP”.
xxiii	<p>The bidder should submit an Earnest Money Deposit (EMD) of Rs. 3Cr (Rupees Three Crores) for participating in this EOI in the form of Demand Draft/bank Guarantee from a nationalized/scheduled bank in India in favour of “ITI Ltd” payable at Bengaluru or online transfer to the account as below</p> <p>Name of Account Holder: ITI Limited  Name of Bank: STATE BANK OF INDIA,  DOORAVANINAGAR, BENGALURU  Bank Account Number: 10637729821  IFSC Code: SBIN0001438  MICR Code: 560002016</p>
xxiv	<p>EMD shall be sent to the following address :</p> <p style="text-align: center;">General Manager– Projects &amp; Technology,</p>

	ITI Limited, Regd. & Corporate Office, ITI Bhavan, Doorvaninagar Bangalore - 560 016 Ph: +91 80 25618287, 25614466 – Extn. 2363	
<b>C</b>	<b>SPECIAL CONDITIONS</b>	
i.	The Antenna Technology Provider , in addition to technology enablement, should not only be doing hand holding in leveraging its resources to streamline the production of Antenna System at ITI but also shall supply the initial lot of Antenna System for the customer tender, as per ITI’s need to service its customer.	
ii.	The Antenna Technology Provider should liaison with BSNL, TEC and other potential customers for resolution of issues.	
iii	The Transfer of Technology for manufacturing Antenna Systems shall be non-exclusive to ITI.	
Iv	In case any PARTNER ’s statement is found false and misleading, the barring process against such defaulting PARTNER shall be initiated by ITI and the next eligible PARTNER shall be selected to go ahead in the process of proving technical compliance and competence to the required Antenna System standards and specifications by applying risk and cost to defaulting partner.	
<b>D</b>	<b>Technical Evaluation Criteria</b>	
	<b>Criteria</b>	<b>Maximum Score(Marks)</b>
I	Antenna Technology Provider should have manufactured and supplied minimum 30000 Nos. per year of 3G/4G/5G types Antenna System to Indian or Global entities in last 2 Years.  <i>Documentary evidence (Customer POs and performance certificate along with contact no, email address of the customer) to prove experience to be submitted.</i> >40,000 numbers per year-25 marks >=30,000 numbers per year -20 marks <30000 numbers per year -Bid will be rejected	25
ii	Antenna Technology Provider should have designed, engineered, integrated, manufactured/ assembled “Antenna System meeting IS Standard or TEC GR standards as per Annexure-V” and obtained the required Type Approval Certificate from any NABL/International accredited agencies for this device if required. Antenna Technology	20

	Provider must confirm that there are no Patent / legal issues that might become hindrance as per scope of RFP at any stage. Certification Document to be provided.	
iii	Antenna Technology Provider should have manufacturing setup in India.	10
Iv	R&D set up availabilities in India , if Yes- 5 marks No- 0 marks	5
V	Antenna Technology Provider's proven successful record of accomplishment of Technology enablement projects or Joint Venture (JV), TOT projects implementation for ANTENNA SYSTEM.  >= 2 projects-8 marks =1 project -5 marks	8
Vi	Antenna Technology Provider's possession of Quality and Process certifications – a) Certifications ISO 9001- 2 marks ISO14001 - 2 marks ISO 17025 - 2 marks ISO 27001- 2 marks b) (CMI LEVEL-3/ CMI LEVEL-5) – 2 marks c) Tie-ups with standard world level Scientific/Technical Organisations in field of Radio Engineering -2	12
Vii	Antenna Technology Provider's experience of executing ANTENNA SYSTEM orders in India and abroad of minimum 500 units in each category.  <i>(i). Purchase Order copies of export orders along with acceptance certificate from customers may be submitted (the commercial data may be redacted)</i>  Export and Domestic – 20 marks Domestic – 15 marks	20
	Total	100
Note: Bidder should score minimum 65 marks to qualify for the Financial evaluation		

<b>E</b>	<b>FINANCIAL CONDITIONS( Financial Evaluation)</b>
i.	The Financial Proposal shall be opened only for technically qualified proposals as per Scope of work and eligibility criteria requirements
ii.	The Antenna Technology Provider, who offers highest financial quote for percentage margin on sales proceeds pertaining to Antenna system, contracted (excluding GST) shall be preferred.
iii.	The Antenna Technology Provider shall quote their best Percentage Margin for Antenna System as per the format given in the Financial Bid.
Iv	The quantity and market of CBU and SKD items is not precisely known at this time. Hence in order to balance the requirement variation in the quantity of CBU and SKD will be decided on mutual agreed basis.

## 6. FINANCIAL BID

**Name of the Antenna Technology Provider: M/s**

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<b>FINANCIAL BID(Financial Evaluation Criteria )</b>			
<b>Sl No</b>	<b>Description</b>	<b>Weightage given to each Model of procurement</b>	<b>Antenna Technology Provider Percentage Margin Quote to ITI</b>
1.	Percentage Margin on the Sale Price of the Antenna System, Sold by ITI under Finished product/Completely Built unit(CBU) mode, excluding taxes (%)	0.50	m1
2.	Percentage margin on the Sale Price of the Antenna System manufactured by ITI under SKD mode, excluding taxes (%). ITI will provide space , electricity water and testing facility in this model,	0.50	m2
	Total Margin M	1.00	$0.50*m1+0.50*m2$

**Note:**

1. Antenna Technology Provider, providing highest total percentage margin to ITI shall be preferred.

2. Total Margin will be calculated as below.

$$\text{Total Margin } M = 0.50 * m1 + 0.50 * m2$$

3. ITI plans to select two technology partners with work allocation of 60% to M1 and 40% to M2 at the highest margin (M1) rate. M1 is the highest and M2 is the Second highest margin calculated as per the quoted margins under CBU, SKD model by the bidders. Second technology partner should agree to supply CBU and SKD quantity on M1 rate, else his portion of the order will be given to the third technology partner and so on.

**7. Payment terms:****7.1 Payment conditions**

7.1.1 Purchase Order(PO) to the selected bidder /bidders will be issued after receipt of confirmed purchase order from the customer.

7.1.2 payment terms would be linked to the customer payment terms. The payment from customer will be credited to escrow account created and the payment received would be shared with the vendor.

7.1.3 The payment to the Antenna Technology Provider towards its deliverables shall be made on receipt of payment from the customer in the back to back basis including LD , any other recoveries imposed by customer. Request for change in terms will not be entertained at any point of time.

7.1.4 Delivery of Antennas to be done against ITI Purchase order but in staggered manner as per ITI purchase Order (PO) terms and conditions. Purchase Order(POs) will be released in staggered manner subject to ITI Management Approval and getting buying comfort from the customer.

7.1.5 The materials should be supplied In ITI plants at Freight on Road (FOR) at the following site.

**General Manager**

Bangalore Plant and R&D  
ITI Limited, Dooravaninagar,  
Bangalore-560016, Karnataka,India.  
Phone : 080-25651340, 080-28503902  
Fax : 080-25650400  
**Email** : unithead\_bgp@itiltd.co.in

**8. Liquidated Damages**

8.1 If the Technology Partner fails to complete the delivery of Antenna systems within the time fixed under the contract, ITI shall without prejudice to any other rights and / or remedy as may be available to it under the Contract, shall deduct from the Contract price as an agreed Liquidated damages amount @ 1% of value of undelivered goods per week or part thereof until actual delivery or performance, subject to a maximum of 10% of the contract price. However If there is any variation with customer , it will be renegotiated with Technology Partner.

8.2 If the delay exceeds two months from the scheduled date of supply, ITI shall have the right to terminate the contract at the risk and cost of the Technology Partner.

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

**9. SUBMISSION OF PROPOSAL**

- 9.1. Interested OEM/ODM, meeting the Scope of work and Eligibility Requirements, are invited, under e-tender mode, to submit the Technical Proposal and Financial Proposal, in response to this RFP.
- 9.2. The proposals shall be uploaded on Tender Wizard on or before the due date and time specified at Section-2 as important dates. The URL for Tender Wizard is <https://www.tenderwizard.com/ITILIMITED>. Portal may be referred for more information.
- 9.3. All clarifications requests, on the RFP, shall be addressed to **General Manager – Product & Technology** over telephone 9448264304 during 9.30 AM to 5.30 PM on any working day and through mail on pp\_crp@itiltd.co.in on or before 08-11-2022.

**10. MSME Vendors :**

10.1 MSME vendors who are registered under Ministry of Micro, Small and Medium Enterprises , Government of India shall submit all the relevant documents for claim of benefit extended to MSME. Also mention whether the MSME certificate is issued for the relevant area pertaining to the terms of the RFP. The MSME who are authorized dealers/distributors are not eligible for availing the benefits extended to MSME's.



10.2 MSME vendors who are registered under Ministry of Micro, Small and Medium Enterprises , Government of India are exempted from submitting EMD. However exemption shall be provided only to those MSME vendor who submit all the relevant documents to prove their claim as MSME and their MSME registration has to be for the relevant area pertaining to the terms of the RFP. The MSME who are authorized dealers/distributors are not eligible to avail waiver from EMD. MSME vendors has to also submit Bid Security declaration form duly sealed & signed in lieu of EMD in technical bid.

10.3 All the existing procurement policies issued by Govt. of India related to MSME will be applicable.

## **11. GENERAL CONDITIONS**

- 11.1. Indigenous manufacturers are eligible and they will be considered as Local Supplier Class-I/II for price preferences as per GOI Notification vide OM bearing No. P-45021/2/2017-PP(BE-II) dated 04th June, 2020 and again on 16th September 2020 issued by Department of Industry and Internal Trade (Public Procurement Section), Ministry of Commerce & Industry, Govt. of India.
- 11.2. Submission of response to this notice inviting RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its Scope, Specifications, Terms, conditions & Implications.
- 11.3. In case any Antenna Technology Provider's statement is found false and misleading, the barring process against such defaulting Antenna Technology Provider shall be initiated by ITI and the next eligible Antenna Technology Provider shall be selected to go ahead in the process of proving technical compliance and competence to the required ANTENNA SYSTEM standards and specifications and at the cost of defaulting Antenna Technology Provider.
- 11.4. Period of Validity of offers: The offer shall remain valid for a period of at least 180 days from the due date of offer submission. Offers valid for a shorter period shall be rejected.
- 11.5. Language of offers: The offers prepared by the vendor and all the correspondences and documents relating to the offers exchanged by the Antenna Technology Provider , shall be written in English language.
- 11.6. Award of Contract: ITI reserves the right to enter into technology tie up with any One/two of the Antenna Technology Provider who meets the eligibility conditions and, if finalized by ITI, a Technology enablement agreement will be signed with each selected Antenna Technology Provider for pursuing all activities related to manufacturing .

- 11.7. Authorized Signatory: All certificates and documents received as part of the offer shall be signed by the Authorized Representative (Authorized by valid power attorney along with resolution of board for authorizing the person signing the bid). The power of authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Antenna Technology Provider shall be submitted when demanded by ITI.
- 11.8. ITI reserves the right to suspend or cancel the RFP process at any stage, to accept, or reject any, or all offers at any stage of the process and / or to modify the process, or any part thereof, at any time without assigning any reason, without any obligation or liability whatsoever.
- 11.9. Cost of RFP: The Antenna Technology Provider shall bear all costs associated with the preparation and submission of his/ her response against this RFP, including cost of presentation for the purposes of clarification of the offer, if so desired by ITI. ITI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the RFP process.
- 11.10. The Antenna Technology Provider shall be ready to give clarifications on any part of the offer to ITI.
- 11.11. Amendment of RFP: At any time prior to the last date for receipt of offers, ITI, may, for any reason, whether at its own initiative or in response to a clarification requested by a Antenna Technology Provider, modify the RFP document by an amendment. In order to provide Antenna Technology Provider's reasonable time to take the amendment into account in preparing his / her offer, ITI may, at their discretion, extend the last date for the receipt of offers and/or make other changes in the requirements set out in the Invitation for RFP.
- 11.12. Disclaimer: ITI and/or its officers, employees disclaim all liabilities 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 and/or any of its officers, employees.
- 11.13. Delivery Schedule and terms of delivery**
- 11.13.1 Antenna products should be Manufactured, supplied, installed and commissioned as per schedule given by customer.
- 11.13.2 Any loss or damage to the Antenna due to mishandling, transportation, till such time the equipment is delivered at the required destination shall be to Technology Partner's account. The tenderer shall be responsible for preferring of all claims and

make good for the damage of loss by way of repairs and/or replacement of the portion of equipment damaged or lost.

11.13.3 Upkeep of the Antenna till the time of their commissioning and delivery shall be the responsibility of the Technology Partner. No extra cost for upkeep of machine shall be payable to the Technology Partner if the installation & commissioning of the machine at particular destination(s) is delayed for reasons not attributable to the ITI.

11.13.4 The successful Technology Partner shall be responsible to ensure the following: -

- i. Sound packaging .
- ii. Shipment
- iii. Insurance
- iv. Custom Clearance and handling of items at port of entry in India or in the place of Installation, if any.
- v. Forwarding and transshipment of items up to the destination.
- vi. Insurance for inland transportation and payment of duties.
- vii. Receipt of equipment at the site.
- viii. Installation & commissioning if required at the site.
- ix. Maintenance of the equipment during the warranty period.
- x. Software up-gradation if any

#### 11.14. **Set Off :**

Any sum of money due and payable to the eligible bidder (including security deposit refundable to him) under this Contract may be appropriated by the ITI or the ITI or any other person(s) contracting through the ITI and set off the same against any claim of the ITI or ITI 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 eligible bidder with the ITI or ITI or such other person(s) contracting through the ITI .

#### 11.15. **Incidental Damages**

11.14.1 Notwithstanding any of the other provisions contained in this Contract , the Bidder shall protect, defend, indemnify and hold harmless ITI and its employees, officers, Directors, agents, or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursement) arising from 'or' relating to:

(a) Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, or regulator issued with respect to the product/services being supplied/provided under this Contract.

(b) Any claim made by third parties arising out of the use of the services of ITI being provided using the equipment supplied under the Contract to the extent these are

attributable solely to the poor quality or non-compliance of the product/services to the respective specifications.

(c) Any claims arising from the customers or other service providers, in connection with interruptions 'or' degradation of services due to non-availability of services beyond the stipulated time frame as contained in AMC and solely attributable to the eligible bidder of the product and services under this Contract.

(d) Any claim that the Equipment/Services/'or' any value addition component offered and supplied by the eligible bidder in this Contract, infringe any patent, trademarks or copyright of any third party.

#### 11.16. **Indemnity Bond :**

The eligible bidder shall have to execute a bond (with value as per applicable laws of the land) to indemnify the ITI from all statutory/legal liabilities towards all the personnel either employed by itself or in the rolls of its sub-vendors, who have been deployed for execution of various works against this project, that may arise due to various labour and other laws as specified by central/state from time to time. Further the engagement and employment of any personnel and payment of wages to them as per the existing provisions of various labour laws and regulations is the sole responsibility of the Bidder and any breach of such laws or regulation shall be deemed to be breach of this Contract. The duration of bond can be considered as duration of contract.

#### 11.17. **Safety Hazard :**

The eligible bidder shall ensure that any installation carried out by them under this project should not become a safety hazard and is not in contravention of any statute, rule or regulation and public policy.

#### 11.18. **CONFIDENTIALITY:**

11.17.1 In this Clause, ITI Information which ITI from time to time identifies to the Vendor as being commercially confidential, or is by its nature commercially confidential or defined by ITI as confidential, or confidential as per the applicable law.

11.17.2 Except with ITI's agreement, the Vendor shall not disclose Information to any ITI employee, not authorized to receive

11.17.3 Subject to the Condition headed 'Intellectual Property', either party receiving Information ("the Recipient") from the other shall not without the other's prior written consent use such Information except for Contract purposes or disclose such Information to any person other than ITI 's employees, agents and contractors or Contract Personnel who have a need to know and who are bound by equivalent obligations of confidentiality. Any breach of such obligations by Contract Personnel or

ITI 's employees, agents or contractors (as the case may be) shall be deemed to be a breach by the Vendor or ITI respectively.

11.17.4 Paragraphs 2 and 3 of this clause shall not apply to Information that is:

- (a) published except by a breach of the Contract; or a. lawfully known to the Recipient at the time of disclosure and is not subject to any obligations of confidentiality; or
- b. lawfully disclosed to the Recipient by a Vendor without any obligations of confidentiality; or
- c. replicated by development independently carried out by or for the Recipient by an employee or other person without access to or knowledge of the Information.

11.17.5 The Vendor shall not publicize this Agreement without ITI 's prior written consent and shall ensure that any subcontractor is bound by similar confidentiality terms to those in this clause.

11.17.6 Either party that has during the course of this Agreement received Information in a recorded form from the other (or has recorded received Information) shall return or destroy in a complete irrecoverable mode (at the option of the disclosing party) such records upon:

- a. expiry or termination of this Agreement; or
- b. upon earlier request unless such records are part of the Supplies.

11.17.7 This clause shall survive termination / expiry of this Agreement.

#### 11.19. **INTELLECTUAL PROPERTY:**

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

#### 11.20. **ARBITRATION:**

Any dispute arising out of this Agreement shall be settled and resolved as per the dispute resolution and arbitrations clause agreed between the Parties under the main Contract.

#### 11.21. **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.

**11.22. 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.

**11.23. Accessibility of RFP Document:** Complete RFP document with terms and conditions is provided in the following websites

- (i) <https://www.itiltd.in/>
- (ii) <http://eprocure.gov.in/>
- (iii) <https://www.tenderwizard.com/ITILIMITED>

**Annexure-I****Antenna Technology Provider s Profile**

1	Name and address of the company			
2	Contact Details of the Antenna Technology Provider (Contact person name with designation, Telephone Number, FAX, E-mail and Web site)			
3	Area of business			
4	Annual Turnover for 3 financial years (₹ in Cr )	2019-20	2020-21	2021-22
5	Date of Incorporation			
6	GST Registration number			
7	PAN Number			
8	CIN Number, if applicable			
9	Number of technical manpower in company's rolls(In Micro Wave Engineering/Fabrication of structural Systems)			
10	Number of R&D engineers			

### Compliance Statement

Section Details		Clause Numbers	Compliance (YES/NO)	Documentary Reference, If any
<b>Technical BID</b>				
4.	Scope of Work	4.1 to 4.17		
5. A	Essential Eligibility Criteria for the Applicants	(i) to (xii)		
5. B	General Commercial Conditions	(i) to (xxiv)		
5. C	Special Conditions	(i) to (iv)		
5. D	Technical Evaluation	(i) to (vii)		
5. E	Financial Conditions	(i) to (iv)		
7	Payment terms	7.1		
11	General Conditions	11.1 to 11.23		
<b>6. Financial Bid</b>				



**Annexure-III****Undertakings (To be in Antenna Technology Provider's Letter Head)**

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

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

Signature:

Name:

Designation of Authorized Signatory:

**PRE-CONTRACT INTEGRITY PACT**

(To be executed on plain paper and submitted along with Technical Bid/ Tender Documents having a value of ₹..... or more. To be signed by the Antenna Technology Provider and same signatory Competent/ Authorized to sign the relevant contract on behalf of the ITI Ltd).

Tender No.....

This Integrity Pact is made on .....day of .....2020

BETWEEN:

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

AND:

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

Preamble

WHEREAS the Principal intends to award, under laid down organizational procedures, tender/contract for..... (name of the Stores / equipments / items). The Principal, values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness/ transparency in its relations with its Antenna Technology Provider (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**

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 person is not legally entitled to.

b. The Principal will, during the tender process treat all Antenna Technology Provider (s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Antenna Technology Provider (s) the same information and will not provide to any Antenna Technology Provider (s) confidential/ additional information through which the Antenna Technology Provider (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.

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 Antenna Technology Provider / CONTRACTOR**

2.1 The Antenna Technology Provider (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 Antenna Technology Provider (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 Antenna Technology Provider (s)/contractor(s) will not enter with other Antenna Technology Provider s/ 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 Antenna Technology Provider (s)/contractor(s) will not commit any offence under IPC/PC Act, further the Antenna Technology Provider (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 Antenna Technology Provider (s)/Contractor(s) of foreign origin shall disclose the name and address of the agents/representatives in India, if any. Similarly, the Antenna Technology Provider (s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Antenna Technology Provider (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 Antenna Technology Provider (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 Antenna Technology Provider (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**

If the Antenna Technology Provider (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 Antenna Technology Provider (s)/Contractor(s) from the tender process.

If the Antenna Technology Provider (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 Antenna Technology Provider (s)/Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.

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

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

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

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

Subject to full satisfaction of the Principal, the exclusion of the Antenna Technology Provider (s)/Contractor(s) could be revoked by the Principal if the Antenna Technology Provider (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 Antenna Technology Provider (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 Antenna Technology Provider (s)/ Contractor(s) make 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 Antenna Technology Provider (s)/Contractor(s) from the tender process prior to the award of contract according to Section 3 the Principal is entitled to forfeit the Earnest Money Deposit/Bid Security/ or demand and recover the damages equitant to Earnest Money Deposit/Bid Security apart from any other legal that may have accrued to the Principal.

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

#### **SECTION 6 – EQUAL TREATEMENT OF ALL Antenna Technology Provider S/CONTRACTORS**

6.1 The Principal will enter into Integrity Pact on all identical terms with all Antenna Technology Provider s and contractors for identical cases.

6.2 The Antenna Technology Provider (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 Antenna Technology Provider (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 Antenna Technology Provider s who do not sign this Integrity Pact or violate its provisions.

### **SECTION 7 – CRIMINAL CHARGES AGAINST VIOLATING Antenna Technology Provider (S)/ CONTRACTORS**

7.1 If the Principal receives any information of conduct of a Antenna Technology Provider (s)/Contractor(s) or sub-contractor/sub-vendor/associates of the Antenna Technology Provider (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.

Details of IEM appointed by ITI are as under:

Shri. Javeed Ahmad, IPS (Retd.)  
M-1101, Shalimar Gallant Apartment,  
Vigyanpuri, Mahanagar, Lucknow-226006

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

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 Antenna Technology Provider (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 Antenna Technology Provider (s)/Contractor(s). The Antenna Technology Provider (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 Antenna Technology Provider (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 Antenna Technology Provider (s)/Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.

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

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

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

## **SECTION 9 - FACILITATION OF INVESTIGATION**

9.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the Principal or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Antenna Technology Provider (s)/Contractor(s) and the Antenna Technology Provider (s)/Contractor(s) shall provide necessary



information and documents in English and shall extend all help to the Principal for the purpose of verification of the documents.

## **SECTION 10 - LAW AND JURISDICTION**

10.1 The Pact is subject to the Law as applicable in Indian Territory. The place of performance and jurisdiction shall 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 extent law in force relating to any civil or criminal proceedings.

## **SECTION 11 – PACT DURATION**

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

If the Antenna Technology Provider (s)/Contractor(s) are unsuccessful, the Pact will automatically become invalid after three months on evidence of failure on the part of the Antenna Technology Provider (s)/Contractor(s).

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

## **SECTION 12 - OTHER PROVISIONS**

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

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

12.3 If the Antenna Technology Provider (s)/Contractor(s) or a Antenna Technology Provider ship, the pact must be signed by all members and Antenna Technology Provider s.

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



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

12.6 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 (S)/CONTRACTOR(S) .....	For	Antenna Technology Provider	.....
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Name Designation.		Name Designation.	
-------------------	--	-------------------	--

Witness:

- |         |  |         |  |
|---------|--|---------|--|
| 1. .... |  | 1. .... |  |
| 2. .... |  | 2. .... |  |

**GENERIC TECHNICAL SPECIFICATION**  
**(For Antenna System)**

**A. Technical specification**

a. Compliance shall be provided for each clause of the specifications given below.

**1. Antenna System**

1.1 The Antenna system comprises of the following:

(a) Antenna.

(b) Remote Electrical Tilt (RET) sub-system [for antennae with UMTS & LTE ports].

(c) RF Cables

1.2 The antennas to be supplied for GSM and UMTS systems shall operate in the following frequency bands:

(a) FDD-900 - Band8 : 890 - 960 MHz.

(b) FDD-2100 ; Band1 : 1920 – 2170 MHz.

(c) TDD-2500 - Band41 : 2496 – 2690 Mhz

(d) FDD-850 - Band5 : 824-894 Mhz

(e) FDD-1800 – Band3 : 1710- 1880 Mhz

(f) Any other Antenna required based on future requirements in various band of 5G

1.3 The antennas shall be of multi-band and dual polarised with variable electrical tilt with the beam widths specified below:

<b>Antenna Port</b>	<b>Gain [dbi]</b>	<b>HBW [as per SoR] [deg]</b>	<b>Down Tilt [deg]</b>	<b>VBW min [deg]</b>
824 to 960 MHz	17.5/20.5	65/33	0 to 8	7
1710 – 2690 Mhz	18.5/20.5	65/33	0 to 8	6
OMNI -698 to 960 MHz	10.5	360	fixed 2 to 5	7
OMNI - 1920-2690 MHz, 4port	10.5	360	fixed 2 to 5	7
Broadband 1710-2690	18.5	65	0 to 8	7

1.4 A tolerance of -0.7 db for antenna gain,  $\pm 2$  degree for down tilt and  $\pm 5$  degrees for HBW will be allowed. All the antennas supplied shall be of bottom feed or rear feed and with variable electrical tilt. Antenna and RETs shall conform to AISG standards. These specifications are based on BSNL 4G EoI MM/NWP-GSM-II/REG-POC-4G/E-697/2021 issued on 01.01.2021 and its Annexure –B.1

### 1.5 Dual Beam Antennae

1.5.1 In order to cater to the need of reducing tower loading/footprint, dual beam antennae are required with a beam separation of  $+30/-30$  degrees from the centre point in azimuth direction. This is particularly intended for deployment for four-sectored and six-sectored sites. The individual beams shall have a typical HBW of 40 deg and a gain of 18.5 dBi

### 1.6 2/ 4/8/12 Port Antennae

1.6.1 The 2/ 4/8/12-port antennae required for 4T4R deployments shall have  $0.7\lambda$  column spacing.

### 1.7 Broadband-Multi Band Antennae

1.7.1 In order to reduce tower loading and also to have suitable antenna positions so as to enable running multiple wireless networks from the same infrastructure and also to enable sharing of infrastructure with other operators. The following types of antennae are shall be supplied in this Tender [all  $65^\circ$  horizontal beam width]

# of Systems	Type	Band(MHz)			
		Port-1	Port-2	Port-3	Port-4
Triple System	I	700-960	1710-2170	2300-2690	
	II	700-960	1710-2690	1710-2690	
Quad System	I	700-960	700-960	1710-2170	1710-2690

### 1.8 Combiners

1.8.1 Dual band, triple band and quad band combiners shall be provided as per SoR. They shall be IP65 grade and shall have insertion loss of less than 0.3 db [guaranteed limit] in the respective bands at the applicable ports. The bands to be combined will be mentioned in the purchase order.

1.8.2 2-ports per band [system] will be required for the combiner for a dual band [system] combiner. Hence a dual combiner shall have  $2 \times 2 = 4$  ports on equipment side and  $1 \times 2 = 2$  ports on the Antenna side and vice-versa at the other end. Similarly ports are required for triple band and quad band combiners as well. One port in the dual band combiner shall be of ultra broadband type to cater from 1710 MHz to 2700 MHz, covering GSM 1800, UMTS and WiMAX

bands. The other port will need to support only one band, which will be provided in the PO.

1.8.3 The combiners shall be supplied with all requisite fixtures and recommended sealants in order to ensure smooth indoor and out door operations.

1.8.4 The intermodulation performance shall be better than 150dbc.

### **1.9 Performance Specifications**

1.9.1 Antenna Cross polar ratio [CPR]: The beams pertaining to the two cross polarised antennae shall exhibit excellent diversity performance. The Cross polar ratio between the two beams in the main direction shall be a minimum of 20db (except for 700 Mhz band in which case the same shall be a minimum of 18 db) and at least 10 db in the  $\pm 60^\circ$ . For Multi-band antennae, the cross polar ratio in the main direction of up to 18db will be permitted in maximum of one band. In other bands of the multi-band antenna, the required CPR of 20 db shall be met.

1.9.2 Inter-modulation performance of the antenna shall be better than 150 dbc

1.9.3 Squint : The difference between the direction of the physical body of the antenna front plane and the actual beam [squint] shall not be worse than  $\pm 5\%$  at the 3 db points.

1.9.4 Symmetry of beams: The two cross polarised beams from the same antenna shall exhibit similar patterns and the deviation if any shall not exceed 2db when measured at  $\pm 60^\circ$  for a  $65^\circ$  antenna, at  $\pm 25^\circ$  for a  $33^\circ$  antenna and at  $\pm 75^\circ$  for a  $90^\circ$  antenna.

1.9.5 Testing of Antennae: The antennae being central to the performance of the cellular systems, highest quality standards are to be maintained during production, despatch, transportation and installation. In order to ensure that the supplied antennas are meeting the performance requirements stipulated in this Tender and also in the GRs, BSNL would reserve the right to inspect and certify up to 1% of the antennas at the factory before they are despatched.

1.9.6 The single and dual band GSM antennas shall be with adjustable electrical tilt from the bottom of the antenna and with a facility to convert them with remotely controllable tilt in future by adding necessary units.

1.9.7 All antennas with UMTS/LTE band shall be with Remote Electrical Tilt (RET).

1.9.8 The remote control unit shall be light and fast responding (typical adjustment time of 40 Sec) with a motor activated power consumption of less than 10W. The RET system shall be complete with the remote control unit, central control Unit, portable control Unit, Control and DC power cables, Signal splitter, lightning protection unit, earthing Clamps, and cables to feed control signals and power supply. The requirement of portable control unit as part of RET is 25 per LSA. Central Control Unit shall be provided at each site

assuming 3 antennae per site. The RET system shall not interfere with the normal operation of the antenna system including RF feeder cables.

Remote control unit is mounted at the antenna end. Central control unit is a common one for the three antenna at the site which will interface with OMC as well as connect to a local PC/laptop for local access & O&M. The portable control unit should assist the installer to adjust the tilt by controlling the RCU without the presence of central control unit. One the portable control unit can provided for every 75 antenna RETs supplied.

1.9.9 The lightning protection unit (related to Remote Electrical Tilt (RET)) shall be equipped with devices suitable enough to handle worst hazards caused by the lightning and ensure safety of the entire installation.

1.9.10 It is preferable, not to use any jumper cable in the RF feeder at the antenna end. In case the supplier's construction practice recommends use of jumper cable to adjust the antenna mounting height, then all the connectors to be supplied for this purpose shall be specially water-tight to prevent rain water and moisture from entering RF feeder cable and the connected equipment's.

#### **B. STANDARDS APPLICABLE:**

1. Compliance shall be provided for each clause of the specification of the standard GR mentioned below except for frequency of operation and other parameters as mentioned above (Clause no: 1.1 to 1.9)

Sl.No.	Standard No	Title
1.	TEC GR NO: GR/ANT-21/02.OCT2006	BASE STATION PANEL AND OMNI ANTENNAS FOR 890-960 MHz, 1710-1880 MHz AND 1920-2170 MHz FREQUENCY BANDS

2. Antenna Technology Provider shall provide 3 sets with accessories for each type of Antenna for Tender and TSEC evaluation at free of cost along with required Antenna mounting fixture and remote electrical tilt.
3. Types of Antennas to be offered for TSEC are detailed below.
  - a. Single Band - 698-960Mhz -[33 deg] 2 Ports
  - b. Single Band - 698-960 Mhz-[33 deg] 4 Ports
  - c. Single Band - 698-960 Mhz-[65 deg] 2 Ports
  - d. Single Band - 698-960 Mhz-[65 deg] 4 Ports
  - e. Dual Band - 698-960 Mhz 2 ports | 1710-2170Mhz-[65 deg] 4 Ports
  - f. Single Band - 698-960 Mhz - 2 Ports/beam x dual beam [40 deg each]
  - g. Single Band -1710-2690 Mhz- 4 Ports/beam x dual beam [40 deg each]
  - h. Single Band -1710-2690 Mhz- 4 Ports - 65 deg

- i. Single Band -2490-2690 Mhz- 4 Ports/beam - dual beam 40 deg each
  - j. Single Band -1710-2690- 4 Ports/beam x dual beam [40 deg each]
  - k. Dual Band - 1710-2170 Mhz- Single beam-65 deg-2 ports | 2490-2690-[40 deg x 2 beams] 4 Ports/beam
  - l. Single Band -1710-2170- 4 Ports/beam x Single beam [<65 deg each]
  - m. Single Band -1710-2170- 4 Ports/beam x dual beam [<35 deg each]
  - n. OMNI 10.5 dbi Gain Single Band 1920-2690 - 4 port- with 5 deg fixed Electrical Tilt
  - o. Broad band Antenna-Triple system-Type-1
  - p. Broad band Antenna-Triple system-Type-2
  - q. Broad band Antenna- Quad system-Type-1
4. Types of combiners to be offered for TSEC shall be as detailed below.
    - a. Dual band Combiner for antenna system
    - b. Triple band combiner for antenna system
    - c. Quad system combiner for antenna system
  5. Any additional specifications under tender/RFP shall also be complied by Antenna Technology Provider in various Bands .
  6. The offered model for TSEC evaluation shall comply both GR and all the clauses mentioned under clause no: 1 (1.1 to 1.9). However Clause no 1.1 to 1.9 supersedes GR corresponding clauses.
  7. The data sheet and model no's shall be provided for all the types of Antennas and combiners offered for TSEC.
  8. Antenna Technology Provider s can offer partially or all types of Antenna for TSEC evaluation. The list of types of Antennas complied may please be submitted.
  9. For any technical clarification please contact **Additional General Manager – QA** over mobile 9480428346 during 8.00 AM to 4.00 PM on any working day and through mail on [msgovindaraj\\_bgp@itiltd.co.in](mailto:msgovindaraj_bgp@itiltd.co.in) and on [pp\\_crp@itiltd.co.in](mailto:pp_crp@itiltd.co.in)

**ANNEXURE-VI****DECLARATION OF RELATION IN ITI**

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

**To,**

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

**Dear Sir,**

**Sub: Declaration for relation in ITI**

**Subject: RFP - \_\_\_\_\_**

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

**Tick (√) any one as applicable:**

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

**OR**

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

**(i)**

**(ii)**

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

**Note:**

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



**BID FORM**

**NIT No.** \_\_\_\_\_

**Dated:** \_\_\_\_\_

**To**  
**DGM MM & CPIO**  
**ITI Limited,**  
**(Registered & Corporate**  
**Office) ITI Bhavan,**  
**Doorvaninagar, Bengaluru –**

**560 016.**

**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 act as Consultant in conformity with the said contract.
2. 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.
3. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
4. Bid submitted by us is properly prepared and submitted in the relevant sections of e-bidding portal as to prevent any subsequent alteration and replacement. Also pricing details / information is not made available in the technical section of e-bidding portal.
5. We understand that you are not bound to accept the lowest or any bid, you may receive.
6. We understand that the Bid document so submitted is the true copy of ITI tender documents available on ITI website [www.itilttd.in](http://www.itilttd.in). Any deviation will result in the rejection of the bid.

**Dated this .....day of .....2022**

**Name and Signature -----**

**In the capacity of -----**

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

.....

**Witness: .....**

**Address: .....**

**Signature**



**CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT**

---

BY AND

AMONGST ITI

LIMITED

AND

This Confidentiality and Non-Disclosure Agreement (“Agreement”) is made effective from [●], 2022 by and amongst:

**ITI LIMITED**, a company incorporated under the erstwhile Mysore Companies Act, XVIII of 1938 and having its registered office at ITI Bhavan, Doorvani Nagar, Bengaluru 560 016 (the “Company” or “ITI”), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the FIRST PART;

AND

M/s.----- (hereinafter referred to as “Consultant” which expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

The Company and the Consultant are collectively referred to as the “Parties” and individually as a “Party”.

**WHEREAS**, ITI is proposing to seek a Consultant for the transaction of rendering advice on the BIFR Status including requisite NCLT filing & advising with Actual execution of Task on Turnkey Basis for restricting the charge created by consortium of banks on land & building of ITI Ltd against the working capital exposure and to get the charge vacated on the remaining parcel of land & building of the company hereinafter referred to as the (“Transaction”)

**WHEREAS**, in pursuance of the above, the Company recognize that there is a need to disclose the Consultant certain information defined as “Confidential Information”, which needs to be protected from unauthorized use and disclosure.



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**WHEREAS**, the Parties hereto are willing to execute this Agreement in order to protect such Confidential Information.

**Whereas** “affiliate” in respect of a Party means, a person, or entity that, directly or indirectly, through one or more subsidiaries, intermediaries, Controls, or is Controlled by, or is under common Control with, that Party.

**“Controlled by” or “Control”, means:**

- a) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of any entity whether through the ownership of voting securities, by agreement or otherwise, or the power to elect more than one- half of the directors, partners or other individuals exercising similar authority of such entity; or
- b) the right to exercise 50% votes directly or indirectly, in relation to an entity.

**In consideration of the premises and mutual covenants herein contained, the Parties agree as follows:**

1. For the purpose of this Agreement, “Confidential Information” means any information including commercial, financial, geographical, legal information, details of contracts, government approvals and licenses required for the business operations and any related data pertaining to the Company or its affiliates or its joint venture companies given to the Receiving Party in the course of due diligence carried out in connection with the Transaction. Such Confidential Information may be:
  - i. in written or digital form;
  - ii. verbally transmitted by either party provided such information is reduced to writing and delivered to other party subsequent to verbal transmission of the information as provided in Clause 12; and
  - iii. derived from analysis and observation from visit of units/sites.

**The Company will be referred to herein as a "Disclosing Party" and the Consultant receiving Confidential Information will be referred to as a "Receiving Party".**

2. Each Receiving Party severally agrees that all information furnished by the Company, or their advisors, its representatives or consultant, in connection with the Transaction, whether furnished before or after the date hereof and, subject to Clauses 7 and 12 hereof, regardless of the manner in which it is or was furnished shall be treated by the Consultants, and their respective advisors, representatives, affiliates, to whom the Consultants may provide such information in connection with the Transaction, as Confidential Information. Each Receiving Party undertakes that the Confidential Information furnished by the Company shall be solely used for the purpose of the Transaction and not for any other purpose. Subject to Clause 6, the Consultant undertake that any such Confidential Information retained shall be used



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only for the purpose of making disclosures as required under applicable law pertaining to the Transaction with prior intimation to the Company in accordance with this Confidentiality and Non disclosure Agreement and where circumstances do not permit prior intimation to be given then the Consultant shall promptly intimate the Company, about such disclosure of Confidential Information.

3. The Receiving Party shall request the Disclosing Party in writing to provide information that may be required from Disclosing Party in connection with the Transaction. On receipt of such request, Disclosing Party in exercise of its discretion, disclose whole or part of the information sought for by the Receiving Party / refuse to disclose certain information as a whole.

4. Any information disclosed by the Company or on behalf of the Company in connection with or relating to the public issue whether or not specifically marked or designated as confidential shall be treated by the receiving party as confidential. Without limiting the generality of the forgoing such information shall include any studies, analyses, materials, seminars, notes, compilations or reports prepared by the Company or made for the Company that reflect such information of the Company.

5. If the Disclosing Party decides to withhold whole or part of such required information, they shall communicate the same to Consultant. In the event of Disclosing Party not being able to provide the information as sought by Consultant, Consultant shall take necessary steps as appropriate to apply to the SEBI to seek exemption from disclosure of such information. In such circumstances, the Disclosing Party shall provide all necessary assistance to Consultant for seeking any appropriate exemption.

6. The Receiving Party shall restrict disclosure of the Confidential Information received from the Disclosing Party on a need-to know-basis only to its affiliates and their employees, directors and officers (hereinafter referred to as the "Representatives") who are dealing with the subject matter in connection with the Transaction or as otherwise permitted under this Agreement and are subject to confidentiality obligations with respect thereto. The Receiving Party shall inform the Representatives of about such confidentiality obligation and will be responsible for the acts of the Representatives. Further, if any consultants / third parties are appointed by the Consultant in connection with performing their obligations in the Transaction, then the Consultant shall enter into a similar confidentiality agreement with such consultants / third parties to ensure that the Confidential Information is kept confidential by such consultants / third parties and that there is no leakage of any Confidential Information. The Receiving Party shall be responsible to the Disclosing Party for any breach of confidentiality obligations by the Representatives or consultants / third parties as set forth in Clause 13.

7. The confidentiality obligation under this Agreement will not apply to the following:

a) To any information which, prior to its disclosure in connection with the Transaction, was already in the possession of the Receiving Party or its advisors, representatives, affiliates or consultant when they were not acting as Receiving Party



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or their advisors, representatives or consultant for purpose of the Transaction or to the extent such information is or becomes publicly available otherwise than by disclosure by the Receiving Party in violation of this Agreement;

b) To any information which is required to be disclosed, or is disclosed to regulators, stock exchanges, in connection with the Transaction, as duly approved by the Company. If the information is required to be disclosed otherwise than as mentioned in this Sub-Clause, then Consultant shall be required to obtain prior written consent of the Company;

c) To any information disclosed on behalf of the Company to purchasers or prospective purchasers of the equity shares in connection with the Transaction with prior intimation to the Company;

d) To any information given on the request or demand of any regulatory authority or any stock exchange having jurisdiction over any of the Receiving Party or any of their respective affiliates;

e) To any information, which is or comes into the public domain without any default on the part of the Receiving Party or their advisors, representatives, affiliates or consultant or comes into the possession of the Receiving Party or their advisors, representatives, affiliates or consultant other than in breach of any confidentiality obligation owed to the Company of which the Consultant is aware;

f) To any disclosure pursuant to any law or order of any court or pursuant to any direction, request or requirement (whether or not having the force of law) of any governmental, regulatory or supervisory authority or stock exchanges or pursuant to and in connection with any legal or administrative proceedings, including without limitation (i) in carrying out our legal and contractual obligations as an underwriter in the Transaction and (ii) to assert any defenses available under applicable securities laws; subject to applicable law. The Receiving Party shall (i) to the extent possible provide the Company prior notice of such requirement in respect thereof and (ii) where it is not possible to provide prior notice, the Receiving Party shall promptly notify the Company after such disclosure is made;

g) To any information made public with the prior consent of the Company;  
and

h) To any information which is independently developed by the Receiving Party for the purpose of the Transaction with prior intimation to the Company.

**Provided that the term “Confidential Information” shall not include, which may have been filed with relevant regulatory authorities (excluding any informal filings or filings where the documents are treated in a confidential manner), or other Transaction related materials/ documents as duly approved by the Company, or in the opinion of such Receiving Party is necessary to make the statements therein not misleading.**

8. Any advice or opinions provided by the Receiving Party under or pursuant to



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the Transaction shall not be disclosed or referred to publicly or to any third party, by the Company, except in accordance with the prior written consent from the Receiving Party or except where such information is permitted under this Agreement or required by law or in connection with disputes between the Parties or if required by a court of law or any other regulatory authority, provided that the Company shall, to the extent permitted by applicable law (i) to the extent possible, provide the Receiving Party with prior notice of such requirement and (ii) where it is not possible to provide prior notice, the Company shall notify the Receiving Party in respect thereof to the extent possible. The Parties agree that no public announcement or communication relating to the subject matter of this Agreement shall be issued or dispatched without the prior consent of the other Party, which shall not be unreasonably withheld, and except to the extent that such public announcement or communication may be required under applicable law. Subject to the adherence to the provisions of this Clause 8, the Company and each of the Receiving Parties shall be entitled to describe their respective involvements in any transaction pursuant to the engagement and its or their services rendered after the Transaction closing date in any newspaper, journal etc.

9. The Receiving Party shall not use any of the Confidential Information, for any purpose other than for the purpose of the Transaction or a manner which is not in accordance with this Confidentiality Agreement and shall be fully responsible for any breach of the confidentiality undertaking hereunder. The Receiving Party shall not disclose any or part or summary or extracts of the Confidential Information to any third party without Company's prior written approval except as permitted.

10. The Parties recognize and agree that the unauthorized disclosure or unauthorized use of Confidential Information in breach of this Agreement may cause irreparable harm and injury to the Disclosing Party. Accordingly, the Parties agree that the Disclosing Party will have the right to seek specific performance or immediate injunction enjoining any breach or threatened breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

11. All Confidential Information given by the Disclosing Party shall remain the property of the Disclosing Party. By disclosing information or executing this Agreement, the Disclosing Party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, trade secret or any other intellectual property right.

12. If any information is disclosed only verbally, the Disclosing Party had instructed the Receiving Party at the time of the initial disclosure that such information disclosed verbally should be treated as "Confidential Information", the Disclosing Party shall, within fifteen days after such disclosure deliver to the Receiving Party a written description of such Confidential Information, identifying such Confidential Information, the place where and the date when such verbal disclosure was made.

13. In the event of a breach by the Receiving Party in performing its responsibilities and confidentiality obligations under this Agreement, as determined by a court or



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arbitral tribunal of competent jurisdiction, the Receiving Party shall be responsible to the Disclosing Party for any direct loss, claim, damage or liability incurred by the Disclosing Party as a result of such breach that is so judicially determined. Notwithstanding anything to the contrary, no indirect, consequential, damages resulting from or arising out of a breach of this Agreement shall be payable by the Receiving Party to the Disclosing Party. For purposes of this Clause 13 if so determined by a court or arbitral tribunal of competent jurisdiction, Defaulting Party shall be responsible for damages and expenses (including reasonable legal fees) resulting from breach of this Agreement as determined above, including breach by Representatives or consultants or third parties of the defaulting party. A “Defaulting Party” shall mean any Receiving Party who is in breach of any of the confidentiality obligations as mentioned in the Confidentiality Agreement.

14. No Party shall assign this Agreement without prior written consent of other Party.

15.

i. If any dispute, difference or claim arises between the Parties hereto in connection with this Agreement or the validity, performance, interpretation, implementation or alleged breach of the terms of this Agreement or anything done or omitted to be done pursuant to this Agreement, the Parties shall attempt in the first instance to resolve the same through negotiation. If the dispute is not resolved through negotiation within fifteen (15) working days after commencement of discussion, any Party may refer the dispute for resolution to an arbitration tribunal consisting of three arbitrators, one arbitrator to be appointed by the Company on one hand, one arbitrator to be jointly appointed by the Receiving Parties who are party to the claim on the other hand, and the third arbitrator to be jointly appointed by the two arbitrators appointed under this Agreement, in accordance with the Rules of Arbitration of the Indian Council of Arbitration. All proceedings in any such arbitration shall be conducted under the Arbitration and Conciliation Act, 1996, as amended, and shall be conducted in English. The arbitration shall take place in Bengaluru, India and shall be governed by the laws of India. The arbitral tribunal shall provide a speaking and reasoned award and state the reasons on which it is based.

ii. Notwithstanding the power of the arbitrators to grant interim relief, the disputing parties shall have the power to seek appropriate interim relief from the Courts of Bangalore, India without taking recourse to the negotiation as mentioned in Clause 15 (i) above. The arbitration award shall be in English and shall state the reasons on which it is based and shall be final and binding on the disputing parties and the disputing parties agree to be bound thereby and to act accordingly.

iii. The arbitrator(s) may award to a disputing party that substantially prevails on the merits, its costs and expenses. The Parties shall bear their respective costs incurred in the arbitration unless otherwise awarded or fixed by the arbitration tribunal;

iv. Any reference made to the arbitration tribunal under this Agreement shall not affect the performance of terms, other than the terms related to the matter under



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arbitration, by the Parties under this Agreement. The disputing parties shall cooperate in good faith to expedite, to the maximum extent practicable the conduct of any arbitral proceedings commenced pursuant to this Agreement.

16. All Confidential Information furnished by the Disclosing Party shall remain the property of the Disclosing Party and shall be returned or destroyed by the Receiving Party upon earlier of: (i) the written request of Disclosing Party; (ii) the Receiving Party's determination that it no longer has a need for such information; or (iii) the final approvals of the Stock Exchanges for the listing pursuant to the Transaction; or (iv) as required under the applicable laws; whichever is earlier, except that the Receiving Parties may retain copies of the Confidential Information, to the extent that retention of such Confidential Information is necessary to comply with Receiving Party's internal document retention policies aimed at legal and regulatory compliance and any such retained Confidential Information shall remain subject to disclosure and use restrictions set forth herein, notwithstanding any termination of this agreement.

17. During the term of this Agreement, and for a period of one year commencing from the date of termination or expiry of this Agreement, the Consultant and Personnel of Consultant shall not disclose to any party other than the Company or other concerned consultants, valuers or lawyers appointed by the Company, any information (other than publicly available information) relating to the services, covered in this agreement, the business or operations of the Company without the prior written consent of the Company unless such disclosure is requested by any statutory or regulatory or judicial/ quasi judicial authority constituted under the laws of India and having jurisdiction over a Party, or unless such disclosure is required in connection with any litigation affecting a party, or unless such disclosure is necessary to perform Legal services or obligations under this Agreement or unless such information has entered the public domain other than by a breach of the Agreement".

18. This Agreement constitutes the entire understanding between the Parties hereto as to the Confidential Information and merges all prior discussions between them relating thereto.

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

20. The Company understands and agrees that the rights and obligations of the Receiving Parties under this agreement are several and not joint. Accordingly, the Company agrees that each Receiving Party shall have no liability to the Company for any actions, omissions, breach or non-compliance of any other Receiving Party or their respective representatives under this agreement.

21. The Parties agree that the laws of India shall apply in any dispute arising out of this agreement.





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IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed on the day and the year hereinabove written.

For ITI Limited Authorised Signatory

For [●]  
Authorised Signatory

For [●]  
Authorised Signatory

For [●]  
Authorised Signatory

For [●]  
Authorised Signatory

Witnessed by: 1.

2.



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**ANNEXURE-IX**

---

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

---

*(To be submitted on Applicant’s Letter Head)*

**To,**

**Dear Sir,**

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

...., I/We have read the Order No:F.No6/18/2019-PPD dated: 23-July-2020 from Department of Expenditure, Ministry of Finance regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

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

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

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

\*Bidder to strike-off, if not applicable.

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

\_\_\_\_\_  
Seal of Organization&

**Place:**

**Signature of Authorized Applicant**



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**ANNEXURE-X**

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

**Reference 1: ITI RFP No.. ITI/COR/PP/RFP/Antenna..issued on .....**

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

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

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



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**ANNEXURE-XI**

**Bid Security Declaration(For MSMEs)**

Dated:

To  
The ITI LIMITED  
Corporate (PP) Unit  
Bengaluru 560016

Sir,

Subject: **RFP No: ITI/COR/PP/RFP/Antenna** dt: DD.MM.2022 for The selection OF "TECHNOLOGY PARTNER [TP]" for manufacturing and supply of Antenna System .

We, the undersigned, declare that:

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

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

*[Insert complete name of ITP ]*



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Dated on \_\_\_ day of \_\_\_\_\_ [insert date of signing] Corporate Seal (where appropriate)

**ANNEXURE-XII**

**Checklist of Documents to be submitted**

<b>Check list of documents/information to be submitted</b>	
i.	The profile of the Antenna Technology Provider as per <b>Annexure-I</b> and Certificate of Incorporation of the Antenna Technology Provider company.
ii.	Audited financial statements for past three years (2019-20, 2020-21, 2021-22 ) or year 2019 and 2020, 2021.
iii.	Certificate for supply and satisfactory performance of the product from the customer. The details of the product quantity, its make/model and date of supply to be available in the certificate.
iv	Documentary evidence (Customer POs and performance certificate) to prove experience to be submitted.
v	Proof of successful record of accomplishment of Technology enablement projects or Joint Venture (JV) projects implementation for ANTENNA SYSTEM.
vi.	Details of possession of Quality certifications – ISO 9001, ISO14001, ISO 17025 & ISO 27001, and Type approval certificates /BIS /International accreditations if any
vii.	Purchase Order copies of export orders may be submitted (the commercial data may be redacted
viii	Clause-by-Clause compliance of RFP terms (Scope of work requirements, Eligibility criteria & General Requirements) and all corrigendum with supporting documents as per <b>Annexure-II</b> .
ix.	Valid Power of Attorney along with resolution of Board for authorizing the person signing the bid for this RFP.
x.	Undertaking by the Antenna Technology Provider shall be submitted as per <b>Annexure-III</b> .



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xi.	An undertaking of owning IPR (Intellectual Property Right) or Copyright/License for the design to be submitted. If the IPR is owned by a third party authorization to use such IPR to be submitted.
xii.	An undertaking to have understood and ready to sign a contract agreement by the appropriate authority immediately after being selected.
xiii.	A Pre-Contract Integrity Pact as per the format given in <b>Annexure-IV.</b>
xv.	Technical literature/Brochures of the offered ANTENNA SYSTEM/Presentation.
xvi	List of Technical/commercial tie-ups, ToTs already with other parties to be submitted.
xvii	Standardisation Certifications (ISO etc) obtained in the relevant field including tie-ups with standard world level Scientific/Technical Organisations in field of Radio Engineering.
xviii	Generic technical specification (For Antenna System) Annexure-V
xix	Declaration of relation in ITI Annexure-VI
xx	Bid form ANNEXURE-VII
xxi	Confidentiality and non disclosure agreement ANNEXURE-VIII
xxii	Declaration regarding “Restrictions on procurement from a Bidder of a country which shares a land border with India ANNEXURE-IX
xxiii	Certificate to be submitted by Bidders on Rule 144(xi) of the General Financial Rules (GFRs) 2017 on grounds of Defence of India and National Security ANNEXURE-X
xxiv	Bid Security Declaration(For MSMEs) ANNEXURE-XI
xxv	Checklist of the Documents to be submitted ANNEXURE-XII