



ITI LIMITED  
Corporate Marketing  
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BANGALORE – 560016  
CIN No: L32202KA1950GOI000640

**REQUEST FOR PROPOSAL (RFP)**

**for Selecting Infrastructure Partners and System Integrators for 4G LTE/ 5G NSA Network deployment**

Ref: ITI/COR/MKTG/4G LTE/INFRA

Dated: 16<sup>th</sup> Sept 2021

**INTRODUCTION:**

ITI Limited is a Central Public Sector Unit (CPSU) of Department of Telecom, Govt. of India, engaged in delivering large turnkey projects, in the field of IT/Telecom/networking and working as Master System Integrator for Planning, Design, Supply, Installation, commissioning and maintenance of PAN India Networks and other IT and Telecom related infrastructure and services.

In order to service such opportunities such as by MoD, MHA, etc., offers are invited from the Indian companies who are OEMs/ODMs/key supplier of Telecom Infrastructure used in 4G LTE/5G NSA Mobile network having their expertise in relevant field.

Accordingly, Proposals are invited through this RFP from such **system Integrators (SI)** who have the technical strength to implement 4G / 5G NSA capable Telecom Infrastructure solutions for upgrading Customer existing telecom infrastructure.

The selection of the Infrastructure partners and system Integrators (bidders) who have the requisite experience and financial capability & who meet all the preliminary and essential requirements of this RFP shall be based on the best overall business proposal and best Financial Quote as asked in Financial Bid. **Proposals are invited from system Integrators (SI), under one bid two envelope system one for Technical Proposal and the other for Financial Proposal.**

**The Due Date for submitting the bid is 29<sup>th</sup> Sept. 2021 by 11:30 hours.**

**The bids will be opened on 29<sup>th</sup> Sept. 2021 at 12:00 hours.**

**Financial bids will be opened on 30/09/2021, 3 PM, of only those bidders, qualifying the technical proposal evaluation.**

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<b>Tender Information</b>		
<b>1</b>	<b>Type of tender</b>	
i.	Number of bid submission stages for tender	Single stage bidding through etender portal www.tenderwizard.com/ITILIMITED
ii.	No. of envelopes for submission of bids	Two Nos. (Note-1)
iii.	Stages of Opening	Two (Note-2)
iv.	Bid Validity Period / Validity of bid Offer	150 days from the tender opening date.
v	<b>Note-1</b> The bidder shall submit Technical & Financial bid simultaneously.	
vi	<b>Note-2</b> The bids will be evaluated technically first and thereafter financial bids of technically compliant bidders only shall be opened.	
vii	The tender offer shall contain two bid system in the etender portal <b>www.tenderwizard.com/ITILIMITED</b>	
	<b>Critical Dates</b>	
	<b>Tender date 16/09/2021</b>	
	<b>Due date for submission 29/09/2021, 11.30 PM</b>	
	<b>Queries can be sent by email till 19/09/2021, 12 PM</b>	
	<b>Clarifications will be given on 21/09/2021, 5 PM</b>	
	<b>Technical bid will be opened on 29/09/2021, 12 PM</b>	
	<b>Financial bid will be opened on 30/09/2021, 3 PM</b>	
	<p><b>Reverse auction (RA) will be held on 01/10/2021, 3 PM. Reverse auction will be held for 50% of the bidders or for a minimum of 3 bidders based on the L1/L2/L3.... rankings</b></p> <p><b>Selection of vendors for RA shall be as under:</b></p> <p>If the number of tenderers qualified for award of contract is less than 3, No RA shall be conducted and the tender shall be decided on the basis of initial price offer. If the numbers of tenderers qualified are 3 to 6, only 3 tenderers shall be eligible for participating in RA.</p> <p>If the numbers of tenderers qualified are more than 6, only 50% of tenderers shall be eligible for RA (rounded off to next higher integer).</p> <p>The bids disallowed from participating in the RA shall be the highest bidder(s). In case the highest bidders quote the same rate, the initial price offer received last as per time log of, shall be removed first, on the principle of last in first out, by system itself.</p>	

**Initial Cooling Off period shall be 2 hours.**

**Auto Extension Period shall be 10 minutes.**

**Minimum Decrement in percentage shall be 0.1% of Current Lowest Bid.**

Once the reverse auction process is closed the lowest rate received in the reverse auction/financial offer will be evaluated. ITI reserves the right not to consider the lowest bid received in the reverse auction/financial bid process. Percentage rate reduction after RA will be proportionately done across all the items for all SOR items.

In case of no participation in RA process by any bidder, the base value of RA process will be considered for commercial bid assessment.

<b>II a</b>	<b>SCOPE OF WORK for System Integrator (SI)</b>
	<ul style="list-style-type: none"> <li>• 4G nodes upgrade &amp; swap.</li> <li>• RF &amp; LOS survey – Minimum 6 teams each to be deployed in East, North &amp; South west zones for site survey. The list of people who will be visiting the stations shall be kept ready so that clearance can be taken for their entry. Team size shall be provisioned. The survey should be completed within 45 days from the date of issue of PO</li> <li>• RF activities like drive test, walk test, SCFT report and network optimization for existing / new WCDMA / LTE / VoLTE network operators</li> <li>• Man power planning shall be submitted along with the bid.</li> <li>• <b>Necessary warehousing facilities shall be planned by SI.</b></li> </ul>
<b>E NODE B</b>	
1	Radio Access Network
1.1	<b>Existing infrastructure like Tower, Shelter, lightning and earthing to be reutilized. (if any requirement to strengthen, correction and to bring within specifications shall be catered by seller) along with I&amp;C of Power equipment</b>
1.2	Supply, Installation, Testing and Commissioning of complete infrastructure including Tower, earthing, lightning etc needs to be established within 5 months from the date of PO. The equipment/ systems should be IP 65 compliant and will be deployed outdoor.
1.3	I&C of the Power equipment.
1.4	e node B (B-28) in Single sector deployment with all accessories (Omni Antenna, Cables, Connectors, RRH, SFPs, brackets, RF Jumper, etc) to be supplied and commissioned inside the shelter of existing mobile communication vehicle. Retractable mast of 15 mtr with case to be supplied for deployment of Radio and Antenna.
1.5	Retractable mast of 15 mtr with case to be supplied for mounting of one Radio and Antenna .
1.6	Installation and Laying of optical fibre (24 core SM) cable with accessories to connect RAN Sites to backhaul network wherever required. ITI Limited will supply OFC and HDPE pipes.
2	Training & Tech Manuals
2.1	LTE Basics ,5G NSA, eNode-B, RAN optimization Tools and testers (40 Participants per session)
2.2	E UTRAN, EPC with 5G NSA, IMS, EMS and Security, RAN optimization Tools and testers (20 Participants per session)
<b>Installation and Commissioning</b>	
3	Installation, commissioning and Integration charges for all supplied items. The complete Technical Specifications and scope of the entire project will be shared upon receipt of signed Non-Disclosure agreement (NDA).
<b>Other Services</b>	
4	Documentation & Training.
5	Warranty Terms for supply and services: two years from the date of project Acceptance Test. SI should deploy adequate manpower during warranty period.

II b	Project Overview and Brief scope:
1.	Project is in the process of upgrading its existing 3G WCDMA network, along with expanding its footprint to new sites, blind zones and op locations via LOS/ OFC/ Satellite based mobile communication shelters (DMRR / MCT) to extend voice, SMS, video and data services to its subscribers.
2.	The network is proposed to be upgraded to 4G LTE-A/5G NSA network with IMS for VoLTE services for minimum two lakh subscribers. The existing IP/MPLS network of the customer will be utilised as a backhaul network.
3.	Three different frequency bands are assigned in upgrade for Radio access network (RAN). Band 1 2100 MHz (5MHz-FDD) for 5G NSA, Band 28 700MHz (5MHz-FDD) for 4G LTE and Band 40 2300 MHz (10MHz-TDD)/Band 28 700 MHz (5 MHz FDD) for In Building Solution (IBS). During rollout, the 4G network needs to be seamlessly integrated with the existing 3G network so as to enable communication from the existing 3G to newer 4G/5G network.
4.	A Total of 369 tower sites which includes 250 Existing tower sites, 45 new tower sites and 74 mobile locations along with associated power equipment needs to be supplied
5.	At 250 tower sites, where 3G Node-Bs are already deployed, the existing infrastructure like tower, shelter, lightning arrestor, earthing, optical connectivity etc to be reutilized (if any requirement to strengthen, correction and to bring within specifications shall be catered by Bidder). All 3G Node Bs are to be replaced with both eNode-B & gNB at 148 tower sites and with eNode B at 102 tower sites along with associated DC power equipment , RF, antennas and mounting bracket, etc as per the SoR.
6.	74 mobile systems to be provisioned with eNode-B, detachable tower, power equipment, Antenna, power cabling , with other accessories to be installed inside the existing shelter of Mobile communication vehicles.
7.	At 45 new tower sites, 4G eNode-Bs are to be established afresh. The complete infrastructure in terms of ground based towers (30/35/40/45Mts) as per requirement , earthing , lightning arrestor , L2 Switch fibre connectivity to the nearest network switch, power cabling to the nearest source, etc needs to be provisioned. The equipment/ systems should be IP 65 compliant and will be deployed out door.
8.	Radio coverage to be provided in underground/ multi-storey buildings via IBS at 100 Buildings/locations as per the SoR.
9.	The entire core / Datacentre setup & Installation will be done by ITI Ltd; Bidder need to coordinate with all the Core + RAN OEMs and Manage entire project.
10.	Site wise BOQ for core sites will be prepared by ITI Ltd and the bidder will be responsible for Material management.
11.	Site wise BOQ for RAN sites will be prepared jointly by ITI ltd and the bidder will be responsible for material management.

**DOR (Division of Responsibility):**

Sr. No.	Line Item	Qty.	Remarks
1	Installation of eNode B (B-28) + gNode B (B-1) in three sector deployment with all accessories (Antenna, Cables , Connectors , RRH , SFPs , brackets, RF Jumper, etc.) to be commissioned.	148	The Material eNode B (B-28) + gNode B (B-1) in three sector deployment with all accessories (Antenna, Cables , Connectors , RRH , SFPs , brackets, RF Jumper, SMPS with Battery ) Provided by ITI Ltd, SI need to install, Commission and optimize the RAN site with required installation Material as per Telecom standard.
2	Tower Maintenance and Strengthening Activity with correction by tightening, replacement of tower parts, hardware / fasteners, zinc spray and complete maintenance works.	148	For existing towers this activity required.
3	Installation of eNode B (B-28) in three sector deployment with all accessories (Antenna , Cables , Connectors , RRH , SFPs, brackets, RF Jumper , etc.) to be commissioned.	102	The Material eNode B (B-28) in three sector deployment with all accessories (Antenna, Cables , Connectors , RRH , SFPs , brackets, RF Jumper, SMPS with Battery ) Provided by ITI Ltd, SI need to install, Commission and optimize the RAN sites with required installation Material as per Telecom standard.
4	Tower Maintenance and Strengthening with correction by tightening, replacement of tower parts, hardware / fasteners, zinc spray and complete maintenance works.	102	For existing towers this activity required.
5	Installation of eNode B (B-28) in three sector deployment with all accessories and infra (Antenna, Cables , Connectors , RRH, SFPs, brackets, RF Jumper, etc.) to be commissioned.	45	The Material eNode B (B-28) in three sector deployment with all accessories (Antenna, Cables , Connectors , RRH , SFPs , brackets, RF Jumper, SMPS with Battery ) Provided by ITI Ltd, SI need to install, Commission and optimize the RAN site with required installation Material as per Telecom standard.
6	Supply, Installation, testing and commissioning of complete infrastructure including 45 mtr. Tower with Foundation & Installation, earthing, Power, lightning etc. needs to be established. As per the RFP technical Requirements.	45	At 45 new BTS Sites; SI need to Supply, Install and Commission 45 mtr tower & power with LA, Earthing and required setup as per Telecom standard. It also Includes SBC test, GPR test, Layout Preparation & panning for devices.

7	Supply and Installation Active IBS eNodeB (B-40/B-28) with single Radio with all accessories and RF distribution through DAS Ant not exceeding Six Dome Antenna to be commissioned. Power equipment of requisite capacity to be supplied. Racks for housing eNode band Power equipment needs to be supplied.	100	The Material at IBS site for B28 Supplied by ITI Ltd along with SMPS. The Installation of IBS site with required material need to do by SI including Link Budget Planning, Antenna & Cable Layout , Walk drive and optimization.
8	Installation of e node B (B-28) in Single sector deployment with all accessories (Omni Antenna, Cables, Connectors, RRH, SFPs, brackets, RF Jumper, etc.) to be install and commissioned inside the shelter of existing mobile communication vehicle. Retractable mast of 15 mtr with case to be install for deployment of Radio and Antenna.	74	Material e node B (B-28) in Single sector deployment with all accessories (Omni Antenna , Cables , Connectors, RRH , SFPs, brackets, RF Jumper, SMPS ) Provided by ITI Ltd. Bidder need to Install, commission and optimize the same with required installation Material.
9	Supply of Retractable mast of 15 mtr with case to be supplied for mounting of one Radio and Antenna .	74	Bidder need to supply and Install Retractable mast of 15 mtr with case to be supplied for mounting of one Radio and Antenna.
10	Laying of optical fibre (24 core SM) cable with accessories to connect RAN Sites to backhaul network wherever required in KMS.	200	ITI Ltd will provide duct and OFC cable; Bidder need to lay the OFC as per telecom standard to Connect new RAN sites with existing network with requited installation material.
11	Site Survey	395	For all Sites bidder need to carry out detail Site survey as per project requirement.
12	Removing all 3G Device	250	Bidder need to Remove all 3G devices after Go live of 4G services and need to process reverse logistics till ITI ltd single location.
13	Training LTE Basics, 5G NSA, eNode-B, RAN optimization Tools and testers (40 Participants per session).	4	Total scope is 5 training, out of 1 training will be provided by OEM. On the basis of training provided by OEM, selected bidder needs to conduct rest 4 training as per the training scope including Material & Manuals.
14	Training E UTRAN, EPC with 5G NSA, IMS, EMS and Security, RAN optimization Tools and testers (20 Participants per session).	4	Total scope is 5 training sessions, out of 1 training session will be provided by OEM. On the basis of training provided by OEM, selected bidder needs to conduct rest 4 training sessions as per the training scope including Material & Manuals.
15	42U Rack at core as per technical specification.	14	



<b>III- Essential Eligibility Criteria for the Applicants</b>		
<b>1</b>	<i>Pre-Qualifying Criteria</i>	<i>Compliance Document</i>
i.	The system Integrator (SI) should be a company registered in India having its office in India and incorporated under the Indian Companies Act, 1956/2013.	<i>The details of the company and Certificate of Incorporation.</i>
ii.	System Integrator (SI) should have a minimum turnover of Rs 10 Crores each for three years 2018-19, 2019-20 and 2020-21.	<i>Audited financial statements to be provided.</i>
iii.	The system Integrator (SI) should have experience during the last 3 years, as mentioned as per the scope of work and to provide supporting documents to this effect. (Bidder need to Qualify with Min 3 types of Experience out of 4 categories as below) a. Implementation of 4G RAN project at least 200 sites. b. SITC of at least 40 telecom Towers c. SITC of at least 30 Masts for Cell on wheels d. Maintenance of at least 80 towers OR OFC work of min 50 Km.	<i>system Integrator (SI) to submit the documentary evidence for having sufficient experience,</i>
iv.	System Integrators (SI) should not have been blacklisted by any Government Department/ CPSU/State PSU/GST authorities and shall submit a self-declaration to this effect.	<i>A Declaration of not being under any black list or Barring.</i>
v.	Quality certificates	<i>ISO 9001:2018, ISO 45001 certificates to be submitted</i>
vi.	The bidder should have a registered number of i. GST Registration ii. Income Tax / PAN Number	<i>Copy of GST Certificate and PAN Card</i>
<b><i>The Financial bids of only such system Integrators (SI) shall be opened who qualify above pre-conditions.</i></b>		
<b>IV-General Commercial Conditions</b>		
i.	The BOM/BOQ is as per SOR placed at Annexure VII.	
ii.	The integration, acceptance testing and commissioning of the infrastructure project will be the sole responsibility of the System Integrator (SI).	
iii.	The SI shall impart necessary training to ITI for Integration, commissioning, Acceptance testing and operation and support services for the infrastructure solution. The SI shall also impart training to end customer on Operation & Maintenance.	
iv.	SI shall design and engineer the delivery of infrastructure network by providing the quantities of each and every component what would be necessary to run the customer's network. SI will be responsible for any short-fall in the BoM/BoQ as needed to meet the tendered specifications and service requirements of customer and the same shall be made good at his cost.	
<b>V-Performance Security Declaration and PBG</b>		
i.	<b>Earnest Money Deposit (EMD):</b> The intending SI need to submit a Bid Security Declaration in the given format as per <b>Annexure – VI</b> duly signed on company's letter head, in lieu of EMD.	

ii.	PBG 3% of the total bid value with validity of 3 years for supply obligation to be Submitted by System Integrator.
<b>VI-SPECIAL CONDITIONS</b>	
i.	Since the time lines of CUSTOMER regarding project implementation are very stringent and in order to vouch the preparedness, ITI may demand from SI, to show all the necessary documents proving credentials. If system Integrators (SI) is not complying within time provided, shall not be considered for financial bid opening.
ii	The SI(s) of foreign OEMs shall disclose the name and address of the agents / representatives in India, if any. Similarly, the SI(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
iii	<b>The preliminarily qualified SI, who offers overall lowest quote collectively for Planning, Supplies, Services and AMC to be executed by it under SOR, shall be preferred and selected. Please refer Annexure No- IV for Financial Quotation.</b>
iv	Partner will be selected based on the lowest quote offered.
v	Apart from the scope of work, the SI being a Telecom infrastructure supplier, Supporter and service provider, shall be overall responsible for the turn key delivery of the project.
vi	ITI reserves the right to negotiate the quoted price for one and all items before acceptance against this RFP.

<b>2.</b>	<b>Terms and conditions</b>
I.	Payment will be made in INR only.
II.	For supply part: 50% of supply line item after 60 days of Joint receipt Inspection. 30% after 60 days of supplied items installation. 20% after 60 days of Project Acceptance Test.
III.	For service part : 50% after 60 days of installation, commission and optimization. 50% after 60 days of Project Acceptance Test.
IV.	AMC payment terms is back to back basis.
<b>3.</b>	<b>LD/Penalties</b>
I.	The project has to be completed within 20 weeks from the date of agreement, else penalties will be levied on delays beyond 20 weeks at the rate of 1.5% per week of that particular delayed work / items delivery, up to maximum 15% of total contract cost.

<b>VIII- INSTRUCTIONS FOR SUBMITTING PROPOSAL TOWARDS RFP</b>	
<b>1</b>	
i.	The offer will be rejected, if the quoted amount is not mentioned in financial bid. Please refer Annexure - IV
ii.	<p>Schedule of Bidding</p> <p>a. Last date of seeking clarifications: 19/09/2021 12:00 Hrs</p> <p>b. Bid Submission: 29<sup>th</sup> Sept. 2021 at 11:30 Hrs</p> <p>c. Bid opening: 29<sup>th</sup> Sept. 2021 at 12:00 Hrs</p>
iii.	<b>Financial bid will be opened on 30/09/2021, 3 PM</b> after the evaluation of Technical bid (Only for technically qualified bidders).
iv.	Bid should be valid for a period of 150 days from the date of opening of RFP response.
v.	Conditional offers and Multiple offers are liable for rejection.
vi.	The Bidders should give Clause by clause compliance ( <b>as per Annexure – III</b> ) of ITI RFP with references to supporting documents; otherwise, the offers are liable for rejection.
vii.	Quote amount offered shall be firm throughout the contract irrespective of reason, what so ever, including the exchange rate fluctuation.
viii.	All the pages of the technical offer and the price bid shall be signed by an authorized person before uploading
ix.	The system Integrators (SI) to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc.
x.	The interested OEMs/Infrastructure provider may like to discuss the CUSTOMER'S project related information and clarifications, if any may do so with the Additional General Manager – Mktg and obtain the required information/clarification by due date
xi.	Consortium bids/offers are not allowed.
xii.	Late offer: Any offer received after the prescribed timeline shall be rejected
xiii.	Language of offers: The offers prepared by the system Integrators (SI) and all the correspondences and documents relating to the offers exchanged by the companies shall be written in English language.
xiv.	In the event that ITI is required to provide demonstration or details of the product to CUSTOMER, the same shall be arranged by the technology partner at latter's cost and expenditure (NC- NC basis)
xv.	<b>Cost of RFP:</b> The bidder shall bear all costs associated with the preparation and submission of his offer against this RFP, including cost of presentation for the purposes of clarification of the offer, if so desired by ITI. ITI will, in no case be responsible or liable for those costs, regardless of the conduct or outcome of the RFP process.
xvi.	<b>Amendment of RFP:</b> 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 system Integrators (SI), modify the RFP

	document by an amendment. 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.
xvii.	<b>Disclaimer:</b> ITI and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of ITI and/or any of its officers, employees.
xviii.	On the Bid opening day, only technical bids will be opened online.
xix.	ITI reserves the right to suspend or cancel the RFP process at any stage, or to accept, or reject any, or all offers at any stage of the process and / or to modify the process, or any part thereof, at any time without assigning any reason, without any obligation or liability whatsoever and the same shall be published in the ITI website or intimated through email.
xx.	The Bidder shall bear all costs associated with the preparation and submission of its RFP, including cost of presentation for the purpose of clarification of the offer, if so desired by ITI.
xxi.	If the last day for bid submission/opening is declared as a holiday, the bid submission and opening will be at the same time and venue on the next working day.
xxii.	<b>Accessibility of RFP Document:</b> Complete RFP document with terms and conditions and amendments/clarifications if any shall be provided at the following websites: <ul style="list-style-type: none"> <li>▪ <a href="https://www.tenderwizard.com/ITILIMITED">https://www.tenderwizard.com/ITILIMITED</a></li> <li>▪ <a href="https://www.itilttd.in">https://www.itilttd.in</a></li> <li>▪ <a href="https://eprocure.gov.in">https://eprocure.gov.in</a></li> </ul>
xxiii.	<b>All Enquiries and Clarification with regards to this RFP shall be emailed to :</b>  <b>The Additional General Manager – Corporate Marketing</b> <b>F-100, I Floor, East wing,</b> <b>Dooravaninagar, Bangalore – 560 016</b> <b>Phone: 9845694414/ 9482501476</b> <b>Email ID : jaya_crp@itilttd.co.in / mmurali_crp@itilttd.co.in</b>
xxiv.	Conditional offers will be rejected.

<b>Check list of documents/information to be submitted</b>	
<b>1.</b>	The details of the company and Certificate of Incorporation.
<b>2.</b>	Audited financial statements for past three years (FY2018-19, FY 2019-20, FY 2020-21) or year 2018, 2019 and 2020.
<b>3.</b>	Copy of GST Certificate and PAN Card.
<b>4.</b>	Technical proposal
<b>5.</b>	Financial Quote in the format given at <b>Annexure IV and Annexure VII</b>
<b>6.</b>	Purchase Order / Client certificates towards technical experience if any, as per the conditions of CUSTOMER Tender.
<b>7.</b>	Details of possession of relevant ISO Quality certification
<b>8.</b>	A Certificate of not having been blacklisted by any Government Department/ CPSU/State PSU/GST authorities and shall submit a self-declaration to be provided as per <b>Annexure-V</b> .
<b>9.</b>	Valid Power of Attorney along with resolution of Board for authorizing the person signing the bid for this RFP.
<b>10.</b>	Undertaking by the system Integrator (SI) shall be submitted as per <b>Annexure-V</b> .
<b>11.</b>	Clause by Clause compliance of RFP terms (Eligibility criteria & General Requirements) and all corrigendum's with supporting documents as per ITI RFP and CUSTOMER Tender and respective amendments.
<b>12.</b>	A Performance Security Declaration in the given format at <b>Annexure-VI</b> .
<b>13.</b>	Technical literature/Brochures of the offered Solution/equipment. Documents used in the solution.
<b>14.</b>	A declaration and Consent to all the eligibility documents specified in the CUSTOMER tender.
<b>15.</b>	Integrity pact as per Annexure-IX
<b>16.</b>	NDA as per Annexure- X

**Annexure-II**

**Bidders Profile**

1.	Name and address of the company	
2.	Contact Details of the Bidder (Contact person name with designation, Telephone Number, FAX, E- mail and Web site)	
3.	Annual Turnover for financial years:	2018-19
		2019-20
		2020-21

**Annexure-III**

**Compliance Statement**

Section Details	Compliance (YES/NO)	Documentary Reference, If any
<b>Technical BID</b>		
Scope of Work		
Detailed Scope of Work		
Other Technical Requirements		
Essential Eligibility Criteria for the Applicants		
General Commercial Conditions		
Special Conditions		
FINANCIAL CONDITIONS & PAYMENT TERMS		
Instructions for submitting Proposal towards RFP		
Clause by clause compliance of ITI RFP and CUSTOMER Tender		
Integrity pact		
NDA		

## Financial Quotation (In INR Values)

Sl. No	Financial quotation	Price in INR In figures	Price in words
1	Itemised Financial Prices against SOR items placed at Annexure-VII (FOR to CUSTOMER installation sites) with 2 years warranty		
2	Separate quotation for AMC of supplied items for 5 year period.		

**Note:**

- Partner will be selected based on the lowest quote offered against sl. No. 1.
- AMC prices quoted are subject to negotiation.
- All quoted prices of the products should be excluded of GST and any other Govt. taxes/Levies.
- **The Threshold value is Rs. 25 Crs for Sl no 1. Any bid greater than Rs. 25 Crs will be rejected.**
- **The Threshold value of AMC is Rs. 4 Crs for 5 years.**

**UNDERTAKING**

**(To be submitted on system Integrator's Letter Head)**

M/s..... do here by undertake and declare that:

1. That we are not under any blacklist by Central Govt./ any State or UT Govt./ PSU/ organized sector in India or by GST authorities and fully comply the Terms and conditions of RFP by ITI Ltd.
2. We agree to submit PBG for an appropriate amount as per the quantum of work assigned under 4G tender of CUSTOMER in the standard PBG format as required by CUSTOMER.
3. That we undertake to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc., as charged by the customer.
4. That all the hardware/ software supplied under the contract arrangement shall not contain any embedded malicious codes that could inhibit the desired functions of the equipment or cause the network to malfunction in any manner.

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

[Insert complete name of SI]

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



**Bid Security Declaration**

Date:

[RFPNo. **ITI/COR/MKTG/4G LTE/INFRA** dated 16.09.2021]

To

The ITI LIMITED

Corporate (PP) Unit

Bengaluru 560016

*Subject: Bid Security Declaration*

**RFP No: ITI/COR/MKTG/4G LTE/INFRA** dated 16.09.2021 for *THE SELECTION OF “Infrastructure Partners and System Integrators for 4G LTE/ 5G NSA Network deployment” for CUSTOMER.*

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-Securing Declaration (In the present case the bid security is performance security).
2. Accordingly, in lieu of Performance 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 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 system Integrator (SI)]

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

Sr No	Line Item	Qty.	Unit Price	Total Price
1	Installation of eNode B (B-28) + gNode B (B-1) in three sector deployment with all accessories (Antenna, Cables , Connectors , RRH , SFPs , brackets, RF Jumper, etc.) to be commissioned.	148		
2	Tower Maintenance and Strengthening Activity with correction by tightening, replacement of tower parts, hardware / fasteners, zinc spray and complete maintenance works	148		
3	Installation of eNode B (B-28) in three sector deployment with all accessories (Antenna , Cables , Connectors , RRH , SFPs, brackets, RF Jumper , etc.) to be commissioned.	102		
4	Tower Maintenance and Strengthening with correction by tightening, replacement of tower parts, hardware / fasteners, zinc spray and complete maintenance works	102		
5	Installation of eNode B (B-28) in three sector deployment with all accessories and infra (Antenna, Cables , Connectors , RRH, SFPs, brackets, RF Jumper, etc.) to be commissioned.	45		
6	Supply, Installation, testing and commissioning of complete infrastructure including 45 Mtr Tower with Foundation & Installation, earthing, Power, lightning etc. needs to be established as per the RFP technical Requirements.	45		
7	Supply and Installation Active IBS eNodeB(B-40/B-28) with single Radio with all accessories and RF distribution through DAS Ant not exceeding Six Dome Antenna to be commissioned. Power equipment of requisite capacity to be supplied. Racks for housing eNode band Power equipment needs to be supplied.	100		
8	Installation of e node B (B-28) in Single sector deployment with all accessories (Omni Antenna, Cables, Connectors, RRH, SFPs, brackets, RF Jumper, etc.) to be install and commissioned inside the shelter of existing mobile communication vehicle. Retractable mast of 15 mtr with case to be install for deployment of Radio and Antenna	74		
9	Supply of Retractable mast of 15 mtr with case to be supplied for mounting of one Radio and Antenna .	74		
10	Laying of optical fibre (24 core SM) cable with accessories to connect RAN Sites to backhaul network wherever required in KMS. Fibre and duct will be provided by ITI.	200 kms		
11	Site Survey	395		
12	Removing all 3G Device	250		

13	Training LTE Basics ,5G NSA, eNode-B, RAN optimization Tools and testers (40 Participants per session)	4		
14	Training E UTRAN, EPC with 5G NSA, IMS, EMS and Security, RAN optimization Tools and testers (20 Participants per session)	4		
15	42U Rack at core as per technical specification.	14		

Important Note:

- Bidder must propose latest version of available HW and SW for all nodes/functionality.
- GST Extra

## LIST OF TEC GRs

Details	TEC/GR Specification**
40 Meter Narrow Base Light Weight Tower	GR/TWR-04/01.DEC2000
40 meter tower for cellular system (up to170 km/h wind speed Amendment No.1Dated 9.5.2006	GR/TWR-12/01. JUN 2005
Electromagnetic Compatibility Standard for Telecommunication Equip/Siment	TEC/EMI/TEL-001/01/FEB-09 (Supersedes SD/EMI-02/0)
Planning & Maintenance Guidelines for Switch Mode Power Supply (SMPS) Based Power Plant	TEC/GL/TX/SMP-03/03/MAR.2015
Lightening for surge protection of telecom site.	TEC/GR/FA/LSP-01/02 JUN 2017

- Technical Specifications will be provided on receipt of signed NDA from bidders
- \*\*TEC /GR Spec is as per the latest issue

**PRE-CONTRACT INTEGRITY PACT**

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

RFP No.....

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

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

Preamble

WHEREAS the Principal intends to enter into an MOU of partnering business opportunities of common interest and able to generate synergies in execution of such business for ....

(name of the Stores / equipment / items). The Principal, values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s)/ Contractor(s).

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

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

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

## SECTION 1 – COMMITMENTS OF THE PRINCIPAL

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

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

## SECTION 2 – COMMITMENTS OF THE BIDDER / CONTRACTOR

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

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

c. The bidder(s)/contractor(s) will not commit any offence under IPC/PC Act, further the bidder(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents /representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

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

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

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

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

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

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

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

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

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

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

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

#### SECTION 4 – PREVIOUS TRANSGRESSION

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

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

#### SECTION 5 – COMPENSATION FOR DAMAGE

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

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



## SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS

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

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

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

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

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

## SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

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

Details of IEM appointed by IT1 are as under:

Shri Javeed Ahmad, IPS(Retd.)

M-1101, Shalimar Gallant Apartment

Vigyanpuri, Mahanagar, Lucknow-226006

Email: javeed60@yahoo.com

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

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

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

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

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

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

## SECTION 9 - FACILITATION OF INVESTIGATION

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

## SECTION 10 - LAW AND JURISDICTION

10.1 The Pact is subject to the Law as applicable in Indian Territory. The place of performance and jurisdiction shall the seat of the Principal.

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

#### SECTION 11 – PACT DURATION

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

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

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

#### SECTION 12 - OTHER PROVISIONS

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

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

12.3 If the Bidder(s)/Contractor(s) or a partnership, the pact must be signed by all consortium members and partners.

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

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

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

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

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

.....

.....

Name Designation

Name Designation

Witness

1. ....

1. ....

2. ....

2. ....

**NON-DISCLOSURE AGREEMENT**

By and between

ITI LIMITED

(A Government of India Enterprise)

Doorvaninagar, Bangalore-560016, India

(hereinafter "ITI")

On the One Hand

And

(hereinafter "XXXX")

On the Other Hand

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

ARTICLE 1. DEFINITIONS

“Agreement” means this Non-Disclosure Agreement.

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

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

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

ARTICLE 2. PURPOSE OF AGREEMENT

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

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

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

ARTICLE 3. IDENTIFICATION OF INFORMATION

XXX information relates to business, financial and technical data related to the system engineering, manufacturing, marketing and business development capabilities with specific reference to the parameters laid out in the RFP

ITI information relates to business, financial and technical data related to its system engineering, marketing and business development capabilities with specific reference to the parameters laid out in the RFP

ARTICLE 4. CONFIDENTIAL INFORMATION RIGHTS AND OBLIGATIONS

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

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

(c) Confidential Information that is disclosed pursuant to this Agreement shall not be used other than for the purposes submitted, or disclosed to any third party, unless authorized in writing by the disclosing Party.

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

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

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

#### ARTICLE 5. AGREEMENT AND CONFIDENTIALITY TERMS

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

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

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

#### ARTICLE 6. PROTECTION LIMITATIONS

It is acknowledged by the Parties, that when any portion of such Confidential Information falls within any of the following provisions, such portion of such Confidential Information is released from the protection provided under this Agreement from the date such provision becomes effective:

- (a) Information which is or becomes part of the public domain without breach of this Agreement;
- (b) Information which is subsequently received from a third party who did not obtain, or disclose such information in violation of any rights of the Disclosing Party;
- (c) Information which is already known to a Party, which is substantiated by reasonable evidence;

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

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

#### ARTICLE 7. CONTACT

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

ITI LIMITED

XXXXX

Phone: 080-256660539

Fax: 080-25658750

Email ID: jaya\_crp@itilttd.co.in, mmurali\_crp@itilttd.co.in

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

#### ARTICLE 8. JUDICIAL ORDER

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

#### ARTICLE 9. TERMINATION PROVISIONS

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

- (a) Within thirty (30) days after the termination of this Agreement under Article 5;
- (b) At the request of a Party upon completion of the purpose(s) for which it was submitted;
- (c) Upon the determination by a Party that received the information that it no longer desires to possess such Confidential Information; or
- (d) Upon breach of any of the obligations of this Agreement, wherein such Confidential Information, and all copies thereof, shall be returned to the Party that owns or controls the Information within thirty (30) days of written demand by such Party.

#### ARTICLE 10. SUCCESSORS

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



## ARTICLE 11. ASSIGNMENT

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

## ARTICLE 12. GENERAL PROVISIONS

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

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

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

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

(e) Arbitration: If a dispute arises out of or in connection with this agreement the parties agree to submit that dispute to arbitration under the ICADR, Arbitration Rules, 1996. Such dispute(s) or differences shall be referred to and settled by an arbitral tribunal comprising of three (3) arbitrators, one to be appointed by each party, and the third arbitrator to be appointed by both the selected arbitrators. In case any party fails to appoint an Arbitrator within 30 days from the date of receipt of the request to do so from the other party; or the appointed arbitrators fail to agree on the third arbitrator within 30 days from the date of their appointment, then the appointment shall be made, upon the request by the party, by the ICADR.

The International Centre for Alternative Dispute Resolution will provide administrative Services in accordance with the ICADR Arbitration Rule,1996.

The language of Arbitration proceedings shall be English.

The place of Arbitration proceedings shall be Bangalore, Karnataka.

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

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

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

(i) Neither Party will, solicit or attempt to solicit, either directly or indirectly, with an employee or contractor of the other during the term of this Agreement and for a period of one (1) year after termination of this Agreement

ARTICLE 13. AGREEMENT LANGUAGE

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

ARTICLE 14. DPE Guidelines:

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

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

ITI Limited

XXXXX

By \_\_\_\_\_

By \_\_\_\_\_

(Typed Name)

(Typed Name)

\_\_\_\_\_

\_\_\_\_\_

(Title)

(Title)

\_\_\_\_\_

\_\_\_\_\_

(Signature)

(Signature)

\_\_\_\_\_

\_\_\_\_\_

(Date Signed)

(Date Signed)

In the presence of

Witness

1.) Signature

Name

Address

2.) Signature

Name

Address