

**NOTICE INVITING EOI FOR EMPANELMENT OF BUSINESS PARTNERS FOR
TELECOM AND IT BUSINESS OPPORTUNITIES**

Ref: CORP/MKTG/Empanelment/2023/07

Date: 13/10/2023



ITI LIMITED
Corporate Marketing,
Corporate Office,
Dooravaninagar, Bangalore-560016
CIN No: L32202KA1950GOI000640

Website: www.itiltld.in

1. Introduction

ITI Limited, a Public Sector Undertaking under the Department of Telecommunications, Ministry of Communications, is a leading Telecom equipment manufacturer and solution provider in India. The major customers are BSNL, BBNL, MTNL, Defense, Paramilitary forces, Railways, Banks, Central & State Govt departments, Institutions and research organizations. ITI Limited has a pan India business footprint supported by the network of its Manufacturing units & MSP (Marketing, Services and Project) units at various locations.

ITI Limited has been undertaking various projects in all fields of telecommunications and information technology and also continuously deploying new technologies in the field of Telecom, ICT, Networking, e-Governance etc. ITI LIMITED has diversified its operation and has been executing projects in the field of Smart Infrastructure, Bharatnet etc. ITI LIMITED has been executing projects in latest technologies like GPON, OLT, ONT, OFC, HDPE, Solar, 4G LTE etc.

In the wake of the Government thrust on Digital India, e-governance and other automation initiatives, focusing primarily on technology based services for improving governance and citizen services, ITI Limited envisages huge potential in the field of IT integration, IT enabled Services & Software based solutions and is looking for suitable business partners to undertake and execute wide spectrum of such projects which are being perceived under these initiatives. This EOI is being floated in order to empanel suitable partners capable of addressing such business opportunities.

ITI LIMITED is planning to empanel partners in the field of IT & Telecom Product Category in which ITI LIMITED shall pursue the business opportunities

2. Important Dates

Date of EOI Upload	13/10/2023
Due Date for EOI Submission	Open Ended
Pre Empanelment Queries	Can be sent by email
ITI LIMITED Contact Person	Chief Manager- Mktg, Corporate Office, ITI Bhavan ITI Limited, Corporate Marketing, Dooravaninagar, Bengaluru– 560016, email: yrsakum_crp@itild.co.in , shethy_bbsr@itild.co.in , sreekala_crp@itild.co.in Mob: 9337892230 / 9535325537
Mode of submission	Soft copy by email to the mail ids: yrsakum_crp@itild.co.in , shethy_bbsr@itild.co.in , sreekala_crp@itild.co.in

3. Scope of Work

The scope of work includes Supply, Installation, Testing and Commissioning of IT & Telecom projects and its allied Infrastructure (as per Area of Specialization mentioned at Annexure '5' of the EOI) as per forthcoming business opportunities. The empaneled vendors are encouraged to bring business opportunities in the domains under which they are empaneled.

The complete project scope, responsibilities and technical specifications will be as per the customer tender. The empaneled partner will be informed about the available opportunities. Their willingness to support ITI LIMITED for the particular customer requirement along with compliance and prices shall be submitted online on case to case basis.

Project specific MOU/teaming agreements will be signed with the selected partner by the concerned department of ITI LIMITED who are handling the specific project/tender.

4. Eligibility Criteria

4(i)	Eligibility Criteria of Applicants
a	<u>Company Profile:</u> The Bidder shall be a Company incorporated /registered in India under Companies Act 1956/2013/ proprietorship/ partnership firm/ Limited Liability Partnership (LLP).
b	(i) The Bidder shall have a positive Net Worth for at least two financial years i.e. (FY2021-22 & FY2022-23). (ii) The Bidder shall submit Audited financial statements and CA certified Turnover Certificate for the last three financial years [(2020-21, 2021-22 & 2022-23) by CA
c	<u>Projects Experience in the area of specialization/interest</u> The bidder shall have experience in the preferred area of interest. The preferred area of interest constitutes experience (area of specialization as per the Annex-V) in Supply, Installation, Commissioning and O&M of Telecom/IT/ Networking etc in the area of specialization in last 5 years (2018-19, 2019-20 2020-21, 2021-22 & 2022-23) for any Government customers.
d	Quality Certifications: Bidder should have relevant certifications like ISO / CMMI relevant area of business/experience etc:
e	Undertaking for willingness to work with ITI LIMITED as per end customer tender/EOI etc. terms and conditions

f	<p><u>Blacklisting</u></p> <p>Bidder shall submit self-declaration(s) that the bidder or any of the promoters/directors/partner or member not blacklisted by the Central/ any other States/ Union Territories Government/ Quasi- Govt/ Govt. undertaking/Banks/Financial Institution or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade or for any other reasons or bad performance/ delayed delivery / Bank NPA, CDR (Corporate Debt Restructuring), SDR (Special Debt Restructuring), NCLT or for any other defaulting reason as on date of issue of this EOI. Undertaking in this regard to be submitted</p>
g	The bidder must comply with all relevant statutory / regulatory guidelines issued by GOI as applicable (Undertaking in this regard to be submitted).
h	Bidder should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment. Undertaking in this regard to be submitted.
i	<p>Bidder shall give an undertaking as below:</p> <p>We do also hereby irrevocably and unconditionally agree and undertake to save and keep ITI Ltd, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against ITI Ltd by whomsoever and all losses, damages, costs, charges and expenses arising out of non-compliance with or non-adherence to any statutory / regulatory requirements and / or any other law for the time being in force.</p>
j	<p>Undertaking to submit EMD & PBG as per the customer Terms & Conditions. The selected bidder must submit both EMD & PBG in any future tenders which they are addressing with ITI LIMITED. In cases where ITI LIMITED is exempted from providing EMD & PBG or allowed to submit Corporate Guarantee in place of Bank Guarantee to customer, bidder shall provide EMD (while submitting the bid to the customer) & PBG to ITI LIMITED as per customer tender terms.</p> <p>Note: ITI LIMITED reserves the right to verify the genuineness of the BG with the bidders bank</p>
k	The Bidder to bring OEM for different equipment who meets the OEM eligibility criteria as per end customer requirement. (Undertaking in this regard to be submitted)
l	Bidder should undertake to comply with all the end customer requirements including technical specifications (undertaking to be submitted at the time of enquiry)

m	Bidder should submit write up on Implementation Plan and capability (technical and financial) on how the project will be executed by the bidder (to be submitted at the time of enquiry)
n	Bidder shall submit a list of Key technical personnel with the required domain experience.
o	<p>Bidder should submit relevant copy of work order, completion certificate from client or CA certified copies to be submitted as a proof of receipt of payment and a self-certificate with proper contact detail of clients along with PO reference and amount supplied (Details of End User - Firm Name, Contact person, Designation, Telephone Number, Fax, Official mail id etc.).</p> <p>The same should be issued by authorized signatory of bidder. Projects executed by bidder's group of companies shall not be considered. For completed project, satisfactory completion certificate need to be submitted. In case of ongoing works, the project completion status document from customer need to be submitted.</p> <p>ITI LIMITED reserves the right to verify the correctness of the client certificates (PO Copies/Work orders) and any other information submitted by the bidder in his offer. In case of any wrong information submitted by bidder, the bid will be rejected and subsequently the bidder will be blacklisted from doing any business with ITI Limited.</p>
p	Indicate the area of specialization interested in (as per the Annex-V)
q	<ul style="list-style-type: none"> • Bidder is expected to examine all instructions, forms, terms and conditions and furnish all information required as per the EOI Document and its corrigendum. • It would be deemed that prior to the submission of Proposal; the Bidder has made a detailed examination of the terms and conditions of the EOI document and its corrigendum (if any). • This EOI does not constitute any form of commitment on part of ITI Ltd. ITI Ltd reserves the right not to consider any or all the proposals received or stop the process of EOI at any stage, if it is not meeting its business objectives. • A prospective Bidder, requiring any clarification on the EOI Document shall notify ITI Ltd in writing at ITI Ltd's mailing address indicated in the EOI Document. • Any clarification issued by ITI Ltd in response to query raised by prospective Bidder shall form an integral part of EOI document. • ITI Ltd may amend the EOI Document based on inputs provided by Bidder that may be considered acceptable in its sole discretion and such changes shall be notified on the ITI Ltd's website. • ITI Ltd reserves the right for non-consideration of Proposals if the Proposals are submitted without taking into account these amendments/clarifications

4(ii) Gen eral	Please provide compliance for the following clauses
1	ITI LIMITED reserves the right to quote & supply ITI LIMITED manufactured products (in full or partial quantity) if BOM of Tender/Project contains ITI LIMITED manufactured products.
2	ITI LIMITED reserves the right to undertake the supplies up to 50% of the order quantity.
3	ITI LIMITED reserves the right to undertake services likes installation and commissioning activities, Annual Maintenance Contract (AMC) etc. up to 50%
4	All activities like Proof of concept/demo on “No Cost No Commitment” (NCNC) basis wherever applicable will be the responsibility of bidders
5	Bidder should be willing to impart required training to ITI LIMITED engineers for undertaking services & execution of project
6	Bidder will be responsible for any shortcoming in the BOM and the same should be rectified free of cost
7	<i>Bidder should be willing to provide ToT for manufacture of offered products in ITI LIMITED if the bidder is an OEM. Bidder/OEM shall give an undertaking for doing contract manufacturing of their proposed product at ITI LIMITED manufacturing plant.</i>
8	Bidder should be willing to sign an exclusive agreement with ITI LIMITED for smooth execution of the project
9	All commercial terms will be as per the customer Tender/PO.
10	Earnest Money Deposit (EMD) / Bid Security required for submitting the bid will be borne by the selected bidder. <ul style="list-style-type: none"> • EMD shall not carry interest • EMD to remain valid for a period of forty five days beyond the final bid validity period as per customer tender
11	Performance Bank Guarantee: PBG as per the customer Terms & Conditions <ul style="list-style-type: none"> • PBG to be submitted by successful bidder who is awarded the PO for a percentage of PO as per the customer tender. • PBG shall be valid till 6 months after the completion of warranty obligations with a claim period of 12 months from the date of expiry of BG • If the PBG validity is going to expire before completion of project (ie; before obtaining NOC/Commissioning Certificate), it will be obligatory on empaneled partner part to extend the PBG validity period accordingly

12	<p>Delivery Schedule:</p> <ul style="list-style-type: none"> • Delivery Schedule as per the end customer Tender/ PO on back to back basis • Period of execution shall be in line with the end customer • The project I&C will be considered as completed after obtaining NOC/Commissioning Certificate from the end customer. Further Warranty/AMC shall be supported as per end customer.
13	<p>LD Clause: LD shall be as per ITI LIMITED Clauses (<i>@ 0.5% of order value per week or part thereof subject to a maximum of 10% of the undelivered portion/ the order value (if the item(s) cannot be used unless full supply is made) or to cancel the order and purchase the materials from alternative source at the risk and cost of the supplier</i>) OR as per the end customer PO/Tender clause whichever is higher.</p>
14	<p>Payment Terms:</p> <ol style="list-style-type: none"> a. Payment terms will be as per end customer tender/PO and will be done on back-to-back basis, preferably through an Escrow account on back-to-back basis if required. b. Payment to the empaneled partner shall be done after deduction of all <ol style="list-style-type: none"> i. LD/recoveries imposed by end customer (if any), and ii. ITI LIMITED's margin & statutory dues <p>If there is any issue, empaneled partner have to write to ITI LIMITED with all the explanation & supporting documents.</p>
15	<p>The bidder shall give an undertaking for the following:</p> <ol style="list-style-type: none"> a. To extend a fully back to back partnership (as per scope of work of EOI / Opportunity) exclusively with ITI LIMITED for that project. b. To support ITI LIMITED as a backend partner and bid as per end customer requirement. c. To support ITI LIMITED for preparation of the tender, post bid clarifications, technical presentations and any other requirements as per end customer requirement. d. To make all arrangements and carry out Proof of Concept (PoC) at bidder's cost e. To submit Bid Security by the successful bidder i.e. after the selection of back to back partner for a particular business opportunity, in the form of Bank Guarantee & PBG as decided by ITI LIMITED on fully back to back basis. If the selected empaneled partner does not submit the required Bid security to ITI LIMITED before the customer tender due date, the partner will not be considered for the future tenders. f. The empaneled partner, during submission of tender to end customer, will be required to quote 3 MAF partners for each item, with ITI LIMITED as one of the MAF partner, if ITI LIMITED manufactures the same. After awarding the project to ITI LIMITED, during implementation, the back to back partner shall give the first right of refusal to ITI LIMITED for supply of items that are in the

	<p>manufacturing range of ITI LIMITED.</p> <p>g. To procure the items from ITI LIMITED that are in the manufacturing range of ITI LIMITED.</p>
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4(iii)	Checklist of documents/information to be submitted:
a.	Company Profile
b.	Certificate of Incorporation as per clause 4(i)a
c.	Memorandum & Articles of Association
d.	Audited financial statements for Three years (2020-21, 2021-22 & 2022-23) by CA as per clause 4(i)b
e.	Auditors Net worth certificate & Turnover certificate signed by the company's Auditors/ CA as per clause 4(i)b.
f.	<p>Domain applied for and supporting documents clause 4(i) c in the Field of Expertise as in Annexure IV A.</p> <ul style="list-style-type: none"> • PO & Successful completion certificate in this regard shall be submitted for proof of experience as per clause 4(i)c. • In case of ongoing project, Phase completion certificate from customer to indicate the status of completion to be submitted. <p>Self-certificate for each project as per clause 4(i) o</p>
g.	Quality certificate as per clause 4(i) d
h.	Undertaking as per clauses 4(i) e, f, g, h, i, j, k, l, o,p, q and 4(ii) 15 in company letter head
i.	GST Registration Certificate or valid exemption certificate
j.	Copy of PAN Card
k.	CIN (Corporate Identity Number), if applicable
l.	Valid Power of Attorney on Rs.100/- Stamp Paper along with board of resolution for authorizing the person signing the bid for this EOI.
m.	List of Directors / CEO / COO including their name (s) and address(s) Director Identification Number [DIN] of all the Directors. Corporate Identity Number [CIN].
n.	Undertaking in letter head to indemnify ITI LIMITED from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc.
o.	Undertakings in Company letter head as per Annexure I
p.	Bidders Details as per Annexure II
q.	Clause by clause compliance of EOI terms including eligibility, scope, special conditions, general condition and all other terms and conditions with references to supporting documents as per Annexure III
r.	Turnover & Experience Details as per Annexure IV
s.	Work Experience Details as per Annexure IV-A

t.	Pre-Contract Integrity Pact as per Annexure-VI a) “Bidders participating in the EOI have to agree to sign Integrity Pact on placement of order / contract” b) “Those bidders who are not willing to sign Integrity Pact will not be considered for bid opening”
u.	Non-Disclosure Agreement as per Annexure - VII
v.	A detailed write-up providing details of the areas of expertise and the past experience of executing various projects and business endeavors accomplished, showcasing their strengths and challenges.
w.	Brief write up about the proposed solution (to be submitted at the time of enquiry)
x.	EOI documents along with corrigendum to be signed and stamped by the bidder as acceptance of all the terms and conditions and same to be submitted along with bid documents.
y.	Implementation Plan and capability as per clause 4(i) m (to be submitted at the time of specific tender enquiry)
z.	List of Key technical personnel as per clause 4(i) n

4(iv)	Financial Bid – Not required at this stage
	Will be asked separately for each customer tender (depending on tender requirement of the customer)) from the empaneled list of partners.

5. Terms & Conditions of Empanelment:

- a) ITI LIMITED intends to shortlist a panel of empaneled partners who possess the requisite qualifications and are experienced to execute the kind of projects generally asked by the customers. These Empaneled partners would be technically and commercially qualified in different areas who will be requested to offer the competitive commercial bids as per their Financial and Technical Capacity and capability, as and when the business opportunity so arises. **Vendors already empaneled with ITI LIMITED against earlier EOIs need not respond to this EOI for empanelment with ITI LIMITED.**
- b) The responsibility of exploring the opportunity, bringing/designing solution, hardware, software and managing the same will lie with the ITI LIMITED partners.
- c) Empanelment is for individual companies and no consortium empanelment will be considered.
- d) If any empaneled partner brings a particular business (supports ITI for a particular business opportunity), for statutory compliance a separate bid will be called from all empaneled partners and the empaneled partner who brought the project will be given the first right of refusal at the L1 price. In case the Empaneled partner does not accept the offer at L1 rate, the job will be given to the other empaneled partner who quoted L1 rate. If the other empaneled partner quoting L1 rate does not execute/complete the project as per the terms and conditions of the customer, that partner

will be blacklisted and work will be completed at their risk and cost.

- e) If any empaneled partner brings a particular business on nomination basis, the order on back-to-back basis will be given to the same vendor who brought the order to ITI Limited directly on nomination basis. If the value is more, then an EOI will be floated and first right of refusal will be given to the vendor who brought the nomination order. PBG is to be submitted by the vendor as per customer PO. In case, if PBG is not applicable to ITI, the vendor needs to pay PBG @ 5% of the PO value placed on them by ITI.
- f) The empaneled partner, who has partnered with ITI LIMITED for a particular tender/ project shall not partner with any other lead bidder for the same tender/project or address the tender/project on its own
- g) The empaneled partners will be reviewed quarterly and those partners who did not generate any business for ITI LIMITED will be removed from empanelment. Parameters like progress against business target, progress of allocated projects and performance under the domain applied for empanelment shall be considered for performance review. In case a partner generates an order for ITI LIMITED and fails to execute, that partner will be blacklisted and work will be completed by ITI LIMITED at their risk and cost.
- h) No advance will be paid to the back-to-back partner, even though ITI LIMITED is eligible to get advance from the customer being a front end bidder. Payment to the successful bidder shall be made after deducting the offered margin and the statutory taxes payable to the Govt (Penalties if any levied by the customer will be passed on to the Successful bidder), only after the receipt of payment from the customer.
- i) Margin offered should be firm throughout the contract irrespective of reason, what so ever, including the exchange rate fluctuation.
- j) For each business opportunity, empaneled partners will be asked to submit their response and the credentials of the empaneled partner will be verified. Partner will be selected on the basis of the financial bid formula given below on a case to case basis. In case of no response from the empaneled partners, a separate EOI will be floated for finding suitable partner. ITI LIMITED decision in this regard is final
- k) **The process of evaluation will be as below:**
All the bids will be scrutinized for turnover and experience. The PO copies/experience certificates submitted by the vendors will be cross verified with the issuing authorities/clients. After due evaluation the vendor will be empaneled.

The services of the empaneled vendors will be utilized by the ROs/MSPs when they wish to address any tenders based on their area of expertise. For addressing a particular tender, the

ROs/MSPs will be asking compliance for the tender, EMD and financial bid from the empaneled partners.

6. Price and Margin bid format will be as below:

A - Lumpsum Quote for supply and service items as per Schedule of Requirements (SoR) and Scope of Work (SoW) in INR (without Taxes)

B - Margin to ITI LIMITED as a percentage of A

C - Absolute value of Margin = A*B

D - Overall Quoted price = A-C

- During evaluation bidders with least “D” will be considered as L1
- The bid having higher value of “B” will be selected in case of tied D
- If the bidder is selected, during the final tender submission, the price to be quoted shall not be more than price “A” and the margin offered to ITI LIMITED shall not be less than “B”

SoR & SoW as per Tender document and all clarifications & Amendments/ Corrigendum

Note:

1. **All the documents required for empanelment shall be submitted by soft copy only to the email addresses mentioned in the EOI document.** Once empanelment process is completed, the empaneled partner has to register their company in the online portal of ITI Limited. The portal details will be intimated after completion of the empanelment process.
2. Bid offered should be valid for a period of 180 Days from the date of opening of EOI response.
3. Conditional offers are liable for rejection.
4. Companies interested to associate with ITI Ltd for this empanelment shall have specialization and experience in Supply, Installation and maintenance of Telecom/IT projects. The details of the projects executed by the company shall be given in the EOI response.
5. ITI LIMITED will not consider any or all of the bids if they are not meeting EOI requirements.
6. The EOI will be cancelled by ITI LIMITED at any point of time without assigning any reason
7. Any company/Establishment/Entrepreneur who is interested and meets the eligibility conditions may submit its proposal by email on any working day. ITI Ltd will examine the proposal and decide on case to case basis, the request for empanelment. ITI Ltd would, however, reserve the right of periodic review of the entire policy or any elements thereof based on its business needs.
8. Nothing in this EOI would restrict ITI Ltd to invite separate bids and offers for any goods and services. This EOI is only to facilitate a method of business and would not be restrictive in any manner to ITI LIMITED or any of its associates to do business.
9. ITI LIMITED may at its discretion reject any offers received for empanelment without assigning any reasons.
10. This EOI will be available on ITI LIMITED Ltd website: “<http://www.itiltld.in/> ” under its Tender/EOI Section and CPP portal.

7. Other Terms and conditions:

1. **Confidentiality**

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

2. **Transparency**

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

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

3. **Indemnity:** The empaneled partner to indemnify ITI LIMITED from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer. LD/ Penalties incurred on account of delay in supply, product failure during warranty if any and deficiency in Warranty and AMC services attributable to the partner shall be borne by the partner
4. All terms and conditions of the customer tender/PO will be applicable to the empaneled partner on back to back basis without affecting the margin of ITI LIMITED.

5. **Arbitration:**

- In case amicable settlement is not reached in the event of any dispute of difference arising out of the execution of the contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the contractor in any manner touching upon the contract, such dispute or difference shall (Except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by ITI LIMITED.
- The award of the arbitrator shall be binding upon the parties to the dispute.
- Subject as aforesaid, the provisions of Arbitration and reconciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to arbitration proceedings under this clause. The cost of arbitration shall be borne equally by both the parties.
- Work under the contract shall be continued during the arbitration proceedings.

- Failure to comply with any of the above conditions can result in termination of the contract, forfeiture of the security deposit, penalty as may be decided by ITI LIMITED and future blacklisting of the contractor.
 - The arbitration location will be at Bengaluru
6. **Set Off:** Any Sum of money due and payable to the supplier under this contract may be appropriated by the purchaser or any other person contracting through the ITI LIMITED and set off the same against any claim of the purchaser for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the purchaser.
7. The interested partner may like to discuss the customer tender related information, EOI Bidding Conditions, Bidding Process and clarifications, if any with the Chief Manager- Mktg
8. **Intellectual Property Rights:**
- All deliverable, outputs, plans, drawings, specifications, designs, reports and other documents and software submitted by the contractor under this contract shall become and remain the property of the procuring entity and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without: the procuring entity's prior written consent.
 - The contractor shall, not later than upon termination or expiration of this contract, deliver all such documents and software to the procuring entity, together with a detailed inventory thereof.
 - The contractor may retain a copy of such documents and software but shall not use it for any commercial purpose.
9. **Language of offers:** The offers prepared by the Company and all the correspondences and documents relating to the offers exchanged by the companies shall be written in English language.
10. In the event that ITI LIMITED is required to provide demonstration or working of the product to their buyers, the same shall be arranged by the system integrator at latter's cost and expenditure.
11. **Cost of EOI:** The bidder shall bear all costs associated with the preparation and submission of his offer against this EOI, including cost of presentation for the purposes of clarification of the offer, if so desired by ITI LIMITED. ITI LIMITED will, in no case be responsible or liable for those costs, regardless of the conduct or outcome of the EOI process.
12. **Purchaser's Right to accept any bid and to reject any or All Bids or to cancel the EOI:** ITI LIMITED reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.

13. **Amendment of EOI:** At any time prior to the last date for receipt of offers, ITI LIMITED, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI document by an amendment. In order to provide prospective bidder reasonable time in which to take the amendment into account in preparing their offers, ITI LIMITED may, at their discretion, extend the last date for the receipt of offers and/or make other changes in the requirements set out in the Invitation for EOI.
14. **Disclaimer:** ITI LIMITED 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 LIMITED and/or any of its officers, employees.

Undertakings (To be in Bidder's Letter Head)

M/s..... do here by undertake the following

1. to work with ITI LIMITED as per this EOI 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 LIMITED winning the contract on back-to- back basis.
2. to submit EMD in the form of bid security and Performance Bank Guarantee (..... % of contract value) to customer/ITI LIMITED (as decided by ITI LIMITED), as per the Customer Tender terms & conditions.
3. that we will be equipped with the required manpower with qualifications, certifications and experience as mentioned in the customer tender.
4. to get required certificate& support (warranty & post-warranty/maintenance) in the name of ITI LIMITED from the OEM as per customer tender requirement.
5. to obtain relevant statutory licenses for operational activities.
6. to sign MoU/Teaming Agreement, Integrity Pact with ITI LIMITED for addressing the customer tender as per customer's tender terms and conditions.
7. to indemnify ITI LIMITED from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.
8. The bidder should give certificate 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 the network to malfunction in any manner.

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.	Area of business			
4.	Annual Turnover for financial years (Rs in Cr)	2020-21	2021-22	2022-23
5.	IT Turnover for 3 financial years (Rs in Cr)	2020-21	2021-22	2022-23
6.	Positive Net Worth as on 31.03.2022 or 31.03.2023			
7.	Date of Incorporation			
8.	GST Registration number			
9.	PAN Number			
10.	CIN Number, if applicable			
11.	Number of manpower in company's rolls			
12.	Indicate the area of specialization interested in (as per the Annex-V) :			
13.	Work Experience details:			

Compliance Statement

S.No	Clause No.	Clause	Compliance (Complied/ Not Complied)	Remarks with Documentary Reference

Note: Bidders are requested to comply every clause as per EOI including cl. No. 1-Cl. No. 7), Corrigendum, Addenda which is published along with the EOI. The relevant supporting documents need to be referred with respective clauses mentioned.

Turnover & Experience Details

Average Annual Turnover (T.O.) of the Applicant during last 3 financial Years	
Experience of completed works of each project value of Rs. (in the area of interest)	
Please specify your area of interest as per the products/services mentioned in Annexure V (Product /Services List)	
Willingness to undertake Business volume up to Rs.	

The preferred area of interest constitutes experience (area of specialization as per the Annex-V) in Supply, Installation, Commissioning and O&M of Telecom/IT/ Networking etc in the area of specialization in last 5 years (2018-19, 2019-20 2020-21, 2021-22 & 2022-23) for any Government customers

Work Experience Details – project wise

Sl. No	Information Required	Details
1	Name of the project	
2	Customer Name & Contact Details	
3	PO No & Date	
4	Commissioning Date	
5	Role of bidder	
6	Value of the project	
7	Brief Description of the project	

Area of specialization

- ***IT Networking and Management:*** Provisioning/System Integration/Maintenance of LAN/WAN/ IP-MPLS /Data Center (DC/DR, IDC), DC Co-location services, Routers/ Servers / Firewalls/ Desktops/ Laptops/ Tablet PCs/ Wi-Fi Networks/ Access Points/ Ethernet & Enterprise e-PON/NOC/ NMS/OSS/BSS/ IP EPABX, Soft Switching, Voice Gateways, Firewall/Anti DDOS, UNMS, solutions, etc. Provisioning of Internet Bandwidth/NLD/Internet leased line/MPLS VPN Links, etc.
- ***ICT based e-Governance:*** M-Gov/E-Gov/M2M/IOT Digitization and Integration of smart devices such as CCTV, Smart Camera Surveillance, Smart Storage/Warehouse, GIS, Vehicle Tracking, ANPR, e-signature solutions, ITES, Bar Code, RFID, Warehousing, Android POS Device (supply & management) and Smart city solutions, Agri-Tech Command Control Center, etc.
- ***Software and Cloud based Solutions:*** Cloud Computing, APP based Software Solutions, E-Forensic Systems, E-Office/Office Automation, CRM RFI Solutions, Web hosting implementation, Design of Web Portal, ERP, Business Intelligence & Analytics (BI&A), cyber security, Cybersoft warfare, Facial Recognition Technology based solutions, Office Automation and Anti Drone System, Perimeter IDS, Hospital Management solutions, Digital Payments Solutions, Asset tracking, Asset management, GPS tracking solution etc..
- ***Provisioning and Maintenance of Telecom Infra:*** OFC laying, OFC Plant, Battery Plant, Power Plants, UPS, SMPS, Test and Measuring Instruments, VSAT services, Tower works, Lightning and surge protectors devices, Radios (including SDR, HF/VHF/UHF, HCRR), Microwave & Radio Towers, SDH Equipment, DWDM, OTN (Optical Transport N/W), etc.
- ***Drones:*** Manufacturing of Long range unmanned combat aerial vehicles, Kamikaze drones, UAV Explosive Payloads, Signals Intelligence Payloads, remotely operated unmanned boats, remotely operated underwater vehicles and other tactical and strategic defence items for the Indian Army forces.
- ***Distant Learning and Meeting Solutions:*** Setting-up of Smart Classes/e-Class Rooms/e-Conference Rooms, Video conferencing solutions, Automation of Education systems, Integrated University Management Systems, online examination solutions, Remote proctored online examination solutions, etc.
- ***eMedical School Solutions:*** Turnkey Lab & Library Solution for medical education
- ***Telecom test lab facilities for military/industrial/scientific/medical equipment testing & electronic devices***
- ***Green energy solutions***
- ***Projects & Products related to Swachh Bharat Mission***
- ***Experience of any other project in the field of Telecom/ IT***



PRE-CONTRACT INTEGRITY PACT

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

EOI No.....

This Integrity Pact is made onday of 2023

BETWEEN:

ITI Limited,having its Registered & corporate office at ITI Bhavan, Dooravani Nagar, 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 byChief 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 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-empaneled partner(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-empaneled partners / 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 subcontractor/ sub-empaneled partner/associates of the Bidder(s)/Contractor(s) which constitutes corruption or if the principal has substantive suspicion in this regard, the principal will inform the same to the Chief Vigilance Officer of the Principal for appropriate action.

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

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

Details of IEM appointed by ITI LIMITED are as under:

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

- 8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.
- 8.3 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents Bidder(s)/Contractor(s) with confidentiality.

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

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

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

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

SECTION 9 - FACILITATION OF INVESTIGATION

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

SECTION 10 - LAW AND JURISDICTION

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

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

SECTION 11 – PACT DURATION

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

XXXXXX

Phone :

Fax :

Email ID : vrsakum_crp@itiltd.co.in, shethy_bbsr@itiltd.co.in

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

ARTICLE 8. JUDICIAL ORDER

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

ARTICLE 9. TERMINATION PROVISIONS

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

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

ARTICLE 10. SUCCESSORS

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

ARTICLE 11. ASSIGNMENT

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

ARTICLE 12. GENERAL PROVISIONS

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

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

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

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

(e) 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 _____
(Typed Name)

By _____
(Typed Name)

(Title)

(Title)

(Signature)

(Signature)

(Date Signed)

(Date Signed)

In the presence of

Witness

1.) Signature

Name

Address

2.) Signature

Name

Address