



**ITI Limited**  
**F-100, I floor, East Wing, Corporate Marketing Unit**  
**Dooravaninagar, BANGALORE – 560016**  
**CIN No: L32202KA1950GOI000640**

**NOTICE INVITING EOI for Selection of System Integrator for participating in tender for SDN enabled Super Edge routers in IP MPLS on turnkey basis.**

Ref: CORP/MKTG/Edge/BSNL/2022/08/1

Date: 05-05-2022

ITI has diversified into new areas of manufacturing and services in the domain of IT, Telecom, IoT and Smart city for various Government / Private customers. ITI Limited is addressing the “Tender for Supply, Installation, Commissioning, Operation and Maintenance of various components for induction of SDN enabled Super Edge routers in IP MPLS network on turnkey basis”

In this connection ITI Limited, invites sealed Expression of Interest (EOI) from eligible bidders (System Integrators) as a back end partner for addressing “Tender for Supply, Installation, Commissioning, Operation and Maintenance of various components for induction of SDN enabled Super Edge routers in IP MPLS network on turnkey basis.

**Due Date for Submission of EOI is 19-05-2022 before 4:00 PM.**

| <b>A</b> | <b>Technical Bid</b> |   |
|----------|----------------------|---|
| <b>1</b> | Scope of Work        | The scope of work includes Supply, installation, testing, commissioning on turnkey basis of various components for induction of SDN enabled Super Edge routers in IP MPLS network of BSNL along with comprehensive AMC of 9 years<br><br>For detailed scope of work & Bill of Material pl. refer tender documents, amendments & corrigendum;<br>Tender details references are as below:<br>Tender No: TE No. MM/EB-CNP/Super Edge Router/T-724/2022 issued on 15.03.2022<br>Website: <a href="http://tender.bsnl.co.in">http://tender.bsnl.co.in</a><br><br>The complete project scope, responsibilities and technical specifications will be shared on receipt of your willingness to support ITI for this tender and upon signing of NDA (as per Annexure-V). |

| 2(i) | <b>Eligibility Criteria of Applicants</b> |  |
|------|---|--|
| A    |   | <p><b><u>Company Profile:</u></b><br/>The Bidder Company shall be registered &amp; incorporated in India under the Companies Act, 1956 or 2013 as the case may be.</p>   |
| B    |   | Undertaking for willingness to work with ITI as per this EOI/customer tender terms and conditions  |
| C    |   | <p><b><u>Turnover</u></b><br/>The Bidder shall have an average annual Turnover of INR <b>50 Crores</b> in Indian Rupees during last three financial years i.e. FY 2017-18, 2018-19 and FY 2019-20.</p>   |
| D    |   | Bidder should have positive net worth for last financial year 2019-20  |
| E    |   | <p><b><u>Projects Experience</u></b><br/>Bidder should have executed a MPLS network project of minimum Rs. 20 Cr value or two MPLS projects of minimum Rs 13 Cr each or three MPLS Projects of minimum Rs 10 Cr value each in any telecom service provider or Government organization in India in the last 5 years.<br/>(The reference should clearly demonstrate the execution (supply, installation and commissioning) of MPLS networks worth of value Rs 20 cr for one PO/Rs 13 cr for two POs/ Rs 10 crores for three POs.).</p> |
| F    |   | The Bidder having equity stake or operating partnership with TSP/ISP/NLD Services License of Government of India for Telecom Operation are not eligible.   |
| G    |   | <p><b><u>Blacklisting</u></b><br/>As on date of submission of the proposal, the bidder should not have been black listed by GST authorities/BSNL/DOT/MTNL/Any Government PSU/Government Department/Government Agency</p>   |
| H    |   | Undertaking expressing willingness to sign MOU with ITI  |
| I    |   | Undertaking to submit EMD of Rs. 2 Cr in the form of Bank Guarantee (while submitting the bid to the customer) & Performance Bank Guarantee (as per tender) to customer/ITI (as decided by ITI) as per Customer Tender terms & conditions. Where ITI is exempted from providing EMD & PBG or allowed to submit Corporate   |

|                          |   |  |
|--------------------------|---|--|
|                          |   | Guarantee in place of Bank Guarantee to customer, bidder has to provide EMD (while submitting the bid to the customer) & PBG to ITI as per customer tender terms.  |
|                          | J   | 1.The Bidder to bring OEM for different equipment who meets the OEM eligibility criteria as per customer tender requirement. Undertaking in this regard to be submitted<br><br>2. The Bidder shall arrange for the teaming agreements with Super Edge Router OEMs and other OEMs as per the requirement of the BSNL tender. An undertaking in this regard need to be submitted |
|                          | K   | Bidder shall submit a list of Key technical personnel with the required domain experience who will be associated in this project.  |
| <b>2(ii)<br/>General</b> | <b>Please provide compliance for the following clauses</b>  |  |
|                          |   | <b>Compliance<br/>Yes / No</b>   |
| 1                        | For tenders involving ITI manufactured products, ITI will provide the required quotes etc. ITI reserves the right to supply the ITI manufactured products in full or partial quantities.  |  |
| 2                        | ITI reserves the right to undertake the supplies up to 50% of the order quantity  |  |
| 3                        | ITI reserves the right to undertake services likes installation and commissioning activities, Annual Maintenance Contract (AMC) etc. up to 50%  |  |
| 4                        | ITI reserves the rights to split the balance orders (after taking out the ITI portion) in 70%: 30% ratio between H1 and H2 (Highest margin bidders) for speeding up the work, provided H2 bidder matches H1 margins offered, and wherever technically feasible. |  |
| 5                        | All activities like Proof of concept on “No Cost No Commitment” (NCNC) basis wherever applicable will be the responsibility of bidders  |  |
| 6                        | Bidder should be willing to impart required training to ITI engineers for undertaking services & execution of project   |  |
| 7                        | Bidder will be responsible for any shortcoming in the BOM and the same should be rectified free of cost   |  |
| 8                        | Bidder should be willing to provide ToT for manufacture of offered products in ITI  |  |

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|---|--|--|
| 9   | Bidder should be willing to sign an exclusive agreement with ITI for smooth execution of the project   |  |
| 10  | All commercial terms will be as per the customer RFP/PO  |  |
| 11  | Earnest Money Deposit (EMD) / Bid security required for submitting the bid will be borne by the selected bidder  |  |
| 12  | Performance Bank Guarantee (PBG) will be shared among all the work executing bidders depending upon the ratio of order value   |  |
| 13  | The bidder shall give an undertaking for the following:<br>a. To extend a fully back to back partnership<br>b. To support ITI as a partner and bid in this tender with their technical credentials<br>c. To support ITI for preparation of the tender, post bid clarifications, technical presentations and any other requirements as per tender.<br>d. To make all arrangements and carry out Proof of Concept (PoC) at bidder's cost<br>e. To submit PBG on fully back to back basis |  |
| <b>2(iii) Checklist of documents/information to be submitted:</b> |  |  |
| a.  | Company Profile  |  |
| b.  | Certificate of Incorporation   |  |
| c.  | Memorandum & Articles of Association   |  |
| d.  | Audited financial statements for the last 3 years. FY 2017-18, 2018-19 and FY 2019-20 CA certificate.  |  |
| e   | Positive Net Worth Certificate as per 2(i) D   |  |
| f.  | Purchase Order & Satisfactory Completion certificate from customer as per 2(i) E   |  |
| g.  | Undertaking as per clauses 2(i) B, F, G,H, I, J & K and 2(ii) 13 in company letter head  |  |
| h.  | GST Registration Certificate.  |  |
| i.  | Copy of PAN Card   |  |
| j.  | CIN (Corporate Identity Number), if applicable   |  |
| k.  | Authorization letter in the company letterhead authorizing the person signing the bid for this EOI and Power of Attorney (POA)   |  |
| l.  | Undertaking in letter head to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc.  |  |
| m   | Undertakings in Company letter head as per Annexure I  |  |
| n.  | Bidders Details as per Annexure II   |  |

|    |   |
|----|---|
| o. | Clause by clause compliance of EOI terms with references to supporting documents as per Annexure III  |
| p. | Pre-Contract Integrity Pact as per Annexure-IV<br>a)“Bidders participating in the EOI have to agree to sign Integrity Pact on placement of order / contract”<br>b)“Those bidders who are not willing to sign Integrity Pact will not be considered for bid opening” |
| q. | Brief technical literature of the offered equipment / solution  |
| r. | NDA as per Annexure – V   |

|       |               |  |
|-------|---------------|--|
|       | Financial Bid |  |
| 2(iv) | a.            | Consolidated Margin Offered (Scope of work is as per the customer tender) in percentage (%) on ITI billing value (Excluding Taxes) (Please also refer note 9 & 10 below) |

**Note:**

1. The Bidding (For both Technical and Financial Part of the Bid) would be subjected to an On-line / e-Tendering process. The prospective Bidders are requested to go through [www.tenderwizard.com/ITILIMITED](http://www.tenderwizard.com/ITILIMITED) to understand the entire e-Tendering Process and follow the Registration and Bidding Process on [www.tenderwizard.com/ITILIMITED](http://www.tenderwizard.com/ITILIMITED) as defined in the document. In case of any clarifications on e-tender portal, bidders may contact the portal administrators of [www.tenderwizard.com](http://www.tenderwizard.com).
2. The Technical Bid and financial bid shall be uploaded in e-procurement site of ITI Limited ([www.tenderwizard.com/ITILIMITED](http://www.tenderwizard.com/ITILIMITED)). For submission of online bid and procedure to be followed, visit [www.tenderwizard.com/ITILIMITED](http://www.tenderwizard.com/ITILIMITED).
3. ITI’s Tender document can be downloaded from ITI web site [www.itiltd.in](http://www.itiltd.in) or CPP portal [www.eprocure.gov.in](http://www.eprocure.gov.in). For uploading the bid proposal, all vendors have to register in our eProcurement portal ([www.tenderwizard.com/ITILIMITED](http://www.tenderwizard.com/ITILIMITED)) .When submitting the bid please state the tender ID.
4. Any clarifications regarding the tender can be obtained from Chief Manager-Mktg, F-100, I Floor, East Wing, ITI Limited, Corporate Marketing, Dooravaninagar, Bengaluru– 560016, email : [ggreenivasulu\\_crp@itiltd.co.in](mailto:ggreenivasulu_crp@itiltd.co.in), [pcmandal\\_crp@itiltd.co.in](mailto:pcmandal_crp@itiltd.co.in), [jaya\\_crp@itiltd.co.in](mailto:jaya_crp@itiltd.co.in)
5. Technical bids will be opened at **4.30 PM on 19-05-2022**

6. Financial Bid opening will be done after the evaluation of Technical bid (Only for technically qualified bidders).
7. Bid should be valid for a period of 180 Days from the date of opening of EOI response. Conditional offers are liable for rejection.
8. The Bidders should give Clause by clause compliance (as per annexure II) of EOI with references to supporting documents; otherwise the offers are liable for rejection.
9. 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.
10. Margin offered should be firm throughout the contract irrespective of reason, what so ever, including the exchange rate fluctuation.
11. The vendor to indemnify ITI 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
12. The interested SI may like to discuss the customer tender related information, EOI Bidding Conditions, Bidding Process and clarifications, if any with the Chief Manager – Marketing and obtain the complete tender document from customer website.
13. Consortium bids are not allowed.
14. Companies interested to associate with ITI Ltd for this project shall have specialization and experience in Supply, Installation and maintenance of IT/ Networking Infrastructure. The details of the projects executed by the company shall be given in the EOI response.
15. ITI will not consider any or all of the bids if they are not meeting EOI requirements.
16. Bidders participating in the EOI have to agree to sign Integrity Pact on placement of order / contract.
17. Those bidders not willing to sign Integrity Pact will not be considered for bid opening.
18. **Late offer:** Any offer received after the prescribed timeline shall be rejected and shall be returned unopened to the Companies.
19. **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.

20. In the event that ITI 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.
21. **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. ITI will, in no case be responsible or liable for those costs, regardless of the conduct or outcome of the EOI process.
22. **Amendment of EOI:** 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 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 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.
23. **Disclaimer:** 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.
24. **Accessibility of EOI Document:** Complete EoI document with terms and conditions is provided in the following websites
- (i) <http://www.itiltd-india.com>
  - (ii) [www.tenderwizard.com/ITILIMITED](http://www.tenderwizard.com/ITILIMITED)
  - (iii) <http://eprocure.gov.in>

**Undertakings (To be in Bidder's Letter Head)**

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

1. are not blacklisted by Central Govt./ any State or UT Govt/ PSU/ organized sector in India to work with ITI 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 winning the contract on back-to-back basis.
2. to submit EMD towards bid security and Performance Bank Guarantee (..... % of contract value) to customer/ITI (as decided by ITI) as per 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 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 for addressing the customer tender as per customer's tender terms and conditions.
7. to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.
8. to support the offered equipment for a minimum period of 8 years including warranty and AMC
9. to supply equipment/components which conform to the latest year of manufacture.
10. 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 3 financial years (Rs in Cr)  | 2017-18 | 2018-19 | 2019-20 |
|     |   |         |         |         |
| 5.  | IT Turnover for 3 financial years (Rs in Cr)  | 2017-18 | 2018-19 | 2019-20 |
|     |   |         |         |         |
| 6.  | Date of Incorporation   |         |         |         |
| 7.  | GST Registration number   |         |         |         |
| 8.  | PAN Number  |         |         |         |
| 9.  | CIN Number, if applicable   |         |         |         |
| 10. | Number of technical manpower in company's rolls   |         |         |         |

**Compliance Statement**

| <b>S.No</b> | <b>Clause No.</b> | <b>Clause</b> | <b>Compliance<br/>(Complied/<br/>Complied)</b> | <b>Not</b> | <b>Remarks with Documentary<br/>Reference</b> |
|-------------|-------------------|---------------|--|------------|---|
|             |                   |               |  |            |   |
|             |                   |               |  |            |   |
|             |                   |               |  |            |   |
|             |                   |               |  |            |   |
|             |                   |               |  |            |   |



**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 on .....day of 2022

**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 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 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

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

## 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. ....

**Proforma for NON-DISCLOSURE AGREEMENT**

(To be typed on Rs.100/- non-judicial stamp paper)

This Agreement is made on ..... of ..... 2022 between ITI Limited (ITI), a Government of India Undertaking, having its registered and Corporate office at ITI Bhavan, Doorvani Nagar, Bangalore - 560016 hereinafter called “ITI” which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns and (M/s. ....) a company having its registered office at .....herein after called “Bidder” which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

1. Whereas ITI has invited a Tender for Supply, Installation, Commissioning, Operation and Maintenance of various components for induction of SDN enabled Super Edge routers in IP MPLS network on turnkey basis vide No. TE No. MM/EB-CNP/Super Edge Router/T-724/2022 issued on 15.03.2022” [Business Purpose(Exhibit-A)] & the bidder is interested in participation of the said tender. In order to pursue the mutual business purpose of this particular Consultancy, ITI and Bidder recognize that there is a need to disclose certain information to one another, as defined in Para 1 below, to be used only for the Business purpose and to protect such confidential information from unauthorized use and disclosure.

In consideration of the other party’s disclosure of such information, each party agrees as follows:

1. This Agreement will apply to all confidential and proprietary information disclosed by one party to the other party, including information attached hereto and other information which the disclosing party identifies in writing or otherwise as confidential before or within thirty days after disclosure to the receiving party (“Confidential information”). Information consists of certain specifications, designs, plans, drawings and/ or technical information and all copies and derivatives containing such information, that may be disclosed to one another for and during the purpose, which a party considers proprietary or confidential (“Information”). Information may be in any form or medium, tangible or intangible and may be communicated/ disclosed in writing, orally or through visual observation or by any other means to one party (hereinafter referred to as the receiving party) by the other party (hereinafter referred to as one disclosing party). Information shall be subject to this Agreement, if it is in tangible form, only if clearly marked as proprietary or confidential as the case may be, when disclosed to the receiving party or if not in tangible form, its proprietary nature must first be announced, and it must be reduced to writing and furnished to the receiving party within thirty (30) days of the initial disclosure.
2. The **Bidder** and **ITI** hereby agreed at during the Confidentiality Period:
  - a) The receiving party shall use Information only for the Purpose, shall hold Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the Information, and shall grant access to Information only to its employees who have a need to know, but only to the extent necessary to carry out the business purpose of this project, shall cause its employees to

comply with the provisions of this Agreement applicable to the receiving party, shall reproduce Information only to the extent essential to fulfilling the purpose, and shall prevent disclosure of information to third parties.

- b) Upon the disclosing party's request, the receiving party shall either return to the disclosing party all Information or shall certify to the disclosing party that all media containing Information have been destroyed. Provided, however, That an archival copy of the Information may be retained in the files of the receiving party's counsel, solely for the purpose of proving the contents of the Information.
3. The foregoing restrictions on each party's use or disclosure of Information shall not apply to Information that the receiving party can demonstrate
- a) was independently developed by or for the receiving party without reference to the Information, or was received without restrictions; or
  - b) has become generally available to the public without breach of confidentiality obligations of the receiving party; or
  - c) was in the receiving party's possession without restriction or was known by the receiving party without restriction at the time of disclosure; or
  - d) is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however that the receiving party has given the disclosing party prompt notice of such demand for disclosure and the receiving party reasonably cooperates with the disclosing party's efforts to secure and appropriate protective order; or
  - e) is disclosed with the prior consent of the disclosing party; or
  - f) was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the receiving party from the disclosing party under an obligation of confidence; or
  - g) the receiving party obtains or has available from a source other than the disclosing party without breach by the receiving party or such source of any obligation of confidentiality or non-use towards the disclosing party.
4. Each party agrees not to remove any of the other party's Confidential Information from the premises of the disclosing party without the disclosing party's prior written approval. Each party agrees to exercise extreme care in protecting the confidentiality of any confidential information, which is removed, only with the disclosing party's prior written approval, from the disclosing party's premises. Each party agrees to comply with any and all terms and conditions the disclosing party's may impose upon any such approved removal, such as conditions that the removed confidential information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.
5. Upon the disclosing party's request, the receiving party will promptly return to the disclosing party all tangible items containing or consisting of the disclosing party's confidential information all copies thereof.
6. Each party recognizes and agrees that all of the disclosing party's confidential information is owned solely by the disclosing party (or its licensors) and that the unauthorized disclosure or use of such

confidential information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain.

Accordingly, each party agrees that the disclosing party will have the right to obtain an immediate injunction enjoining any breach of this agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

7. Access to information hereunder shall not preclude an individual who has seen such information for the purpose of this agreement from working on future projects for the receiving party which relate to similar subject matters provided that such individual does not make reference to the information and does not copy the substance of the information during the confidentiality period.

Furthermore, nothing contained herein shall be construed as imposing any restriction on the receiving party's disclosure or use of any general learning, skills or know how developed by the receiving party's personnel under this agreement, if such disclosure and use would be regarded by a person of ordinary skill in the relevant area as not constituting a disclosure or use of the information.

8. As between the parties, all information shall remain the property of the disclosing party. By disclosing information or executing this agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection rights, trade secret or any other intellectual property right. **THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES REGARDING THE INFORMATION, INCLUDING ALL WARRANTIES WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND ALL WARRANTIES AS TO THE ACCURACY OR UTILITY OF SUCH INFORMATION.** Execution of this agreement and the disclosure of information pursuant to this agreement does not constitute or imply any commitment, promise, or inducement by either party to make any purchase, or sale or to enter into any additional agreement of any kind.

9. Either party's failure to enforce any provision, right or remedy under this agreement shall not constitute a waiver of such provision, right or remedy.

10. This Agreement will be construed in, interpreted and applied in accordance with the laws of India.

11. **ITI** has sole rights for the feasibility report submitted by the Bidder for its use with other successful Bidder for next Phase (if any). If there is any conflict between earlier clauses and this clause then this clause shall prevail.

12. That in case of any dispute or differences, breach & violation relating to the terms of the agreement. The said matter or dispute, difference shall be referred to sole arbitration of Chairman and Managing Director (CMD) of **ITI** or any other person appointed by him. That the award of the arbitrator shall be final and binding to both parties. In the event of such arbitrator to whom the matter is originally referred to is being transferred or vacates his office on resignation or otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the CMD, **ITI** shall appoint another person to act as Arbitrator in place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by his predecessor. The M/s ..... will have No Objection in any such

appointment, that arbitrator so appointed is employee of **ITI**. The said Arbitrator shall act under the Provisions of the

Arbitrator and Conciliation Act, 1996 or any statutory modifications or reenactment there of any rules made thereof.

13. This Agreement hereto constitutes the entire agreement of the parties with respect to the parties respective obligations in connection with Information disclosed hereunder and supersedes all prior oral and written agreements and discussions with respect thereto. The parties can amend or modify this agreement only by a writing duly executed by their respective authorized representatives. Neither party shall assign this Agreement without first securing the other Party’s written consent.

14. This Agreement will remain in effect for one year from the date of the last disclosure of Confidential Information., at which time it will terminate, unless extended by the disclosing party in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by Their duly authorized officers or representatives.

Signature .....  
.....  
On Behalf of ITI  
Name: .....  
.....  
Title: .....  
.....

Signature:  
  
On Behalf of Bidder  
Name:  
  
Title:

**Exhibit A**

2. **Business Purpose:** EOI for selection of system integrator for addressing Tender for Supply, Installation, Commissioning, Operation and Maintenance of various components for induction of SDN enabled Super Edge routers in IP MPLS network on turnkey basis vide No. TE No. MM/EB-CNP/Super Edge Router/T-724/2022 issued on 15.03.2022

3. **Confidential** Information of M/s - \_\_\_\_\_

4. **Confidential** Information of ITI Limited

All information shared, in oral or in written form, by ITI with M/s \_\_\_\_\_

Number of subscriptions, consumption pattern etc M/s \_\_\_\_\_

Signed