



**Request for Proposal (RFP)
For the Selection of
Digital Microwave Radio (DMR) Technology Partner**

9 March 2023

Reference No: ITI/COR/PP/RFP/DMR/01

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

1. INTRODUCTION

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

More information can be viewed on www.itilttd.in .

ITI has been traditionally manufacturing and supplying **Digital Microwave Radio (DMR)** system through its Bangalore unit.

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

ITI is looking for partners who will enable ITI with Technological details to procure and test Digital Microwave Radio System as per defined scope in this document and be part of the Make in India Initiatives.

In this regards, proposal is invited **under e-tender mode (2 bid system)** from the bidders having proven technological capabilities including necessary certifications for “Digital Microwave Radio System meeting Telecom Engineering Centre (TEC) GR Standards” and enable ITI with technological detail to supply DMR System as per terms & conditions enumerated below.

Technical bid and Financial bid are to be submitted **separately** in the allotted sections in the Uniwizard portal. Otherwise, the bids will be rejected.

2. IMPORTANT DATES

S.No.	Activity	Schedule
i	RFP Issue Date	09-03-2023
ii	Bidders Meeting	16-03-2023 : 10.00 AM
iii	Bidders Query last Date	23-03-2023: 06.00PM
iv	Upload of Reply to Bidder's query	30-03-2023 :06.00 PM
v	Due Date & Time for Submission of Proposal through Uni Wizard	06-04-2023 : 06.00 PM
vi	Date & Time of opening of Proposals	07-04-2023 :03.00 PM

3. PURPOSE

ITI intends to procure and supply “Digital Microwave Radio (DMR) system meeting Telecom Engineering Centre (TEC) GR Standards” to customers and to participate & supply against upcoming & future Tenders/EOI/RFP of BSNL, MTNL, BBNL or other Organisations.

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

The selected partner, should be willing to enable ITI with technological details for supplying and servicing of DMR System on Non-exclusive basis.

4. SCOPE OF WORK

- 4.1. The Technology Provider shall enable ITI to meet the compliance of the Microwave Radio system as per the latest Generic technical requirements/TEC GRs mentioned in **Annexure-V**.
- 4.2. Technology Provider shall be willing to enable supply and testing of Microwave Radio System to ITI meeting IS Standard or TEC GR standards as mentioned in BSNL EoI MM/NWP-GSM-II/REG-POC-4G/E-697/2021 issued on 01.01.2021 and its Annexures –B.1 , and BSNL tender MM/CM/GSM-Ph-IX.2/T-744/2022 issued on 22/10/2022 through an Agreement, to enable ITI to supply, test , Market, Sale & Service and provide maintenance service on the product to its customers.
- 4.3. Technology Provider must provide Microwave Radio System Software code & its upgraded versions progressively as and when available to enable ITI to operate and maintain the system.

- 4.4. Technology Provider shall provide all the upgrades developed for the offered product (including ITI product based on Technology enablement) during the contract period, without any commercial implication. They should also ensure to develop the upgraded Microwave Radio System to meet upgraded Technical Specification as per prevailing standard, if any, to overcome any obsolescence.
- 4.5. Technology Provider must agree to supply kit of the proposed product in Completely Built Unit (CBU) form.
- 4.6. The strategic alliance between ITI and the Microwave Radio System Technology Provider (MTP) shall be for a period of minimum five years or as per agreed time period from the date of the agreement. The Technology Provider shall provide all the assistance in procurement and testing of Digital MW Radio System units at ITI units.
- 4.7. MTP must assist ITI in setting up the testing facility of the products and give necessary Technical Support including Specification, process diagrams & training to ITI personnel for the smooth and efficient functioning of the Microwave Radio System. ITI desires that MTP shall assist in supply of all the necessary Infra required for procurement and Testing of Microwave System). They may visit ITI Production facilities already available/planned to be made available before award of this RFP.
- 4.8. The Agreement on Microwave Radio system manufacturing will includes the Mechanical tools, Hardware/software design, manufacturing, assembly inspection, testing, quality assurance methods, troubleshooting, supply, Installation and Commissioning **if required** , servicing/ maintenance during the warranty/post warranty period, training, documentation, design upgrades , system integration **if required** etc. as per various customer requirements of Microwave Radio System.
- 4.9. The MTP shall ensure compliance, in totality, of his product to applicable Indian Standard specifications or any other standards, as referred in the customer requirements.
- 4.10. The MTP should be responsible to provide free software /firmware/patches/ upgrades to ITI for the product as per customer order such as BSNL EoI MM/NWP-GSM-II/REG-POC-4G/E-697/2021 issued on 01.01.2021 and its Annexure -B.1 as well as BSNL tender MM/CM/GSM-Ph-IX.2/T-744/2022 issued on 22/10/2022 during the pre-sales and post sales phases of the product to ascertain the compliance of the product with the standards and specifications.
- 4.11. ITI will be responsible to obtain all necessary certifications and necessary approvals such as TEC/TSEC, CACT Certificate from BSNL (QA) and Test

certificate from NABL/International accredited agencies for product if required, however MTP will only provide the resource to help ITI for obtaining the necessary certifications. MTP Scope will be limited to arranging samples for TSEC. ITI reserves the right to decide whether all Microwave units will be tested or only few. All the Certification & Testing Fees will be paid by ITI.

- 4.12. After/During successful technology enablement process, the Microwave System Technology Provider shall also support ITI for the Tenders / Purchase orders of Government, PSUs, Defence and Private customers for the products / services.
- 4.13. The Technology Provider has to support ITI in setting up the infrastructure for the test set up. Bidder should provide the quote (Details of testers cost etc.) for the infrastructure set up required for test set up of Completely Built unit (CBU) Microwave system along with the bid so that ITI can perform testing.
- 4.14. The Microwave Radio System Technology Provider at their cost shall support ITI for field trial/proof of concept (PoC)/TSEC by providing samples of 3 sets for each type approved Microwave System free samples and as per customer requirement towards the pre-supply qualification for the customer orders. The Microwave System Technology Provider has to undertake the responsibility of integrating the Microwave System with the back end system in coordination with the Telecom solution provider of the customer during the PoC
- 4.15. All the terms and conditions of BSNL EOI MM/NWP-GSM-II/REG-POC-4G/E-697/2021 issued on 01.01.2021 and BSNL tender T.E. No.: MM/CM/GSM-Ph-IX.2/T-744/2022 issued on 22/10/2022, its Annexures and subsequent BSNL RFP, Purchase Orders, Work Orders, Letter of Intents(LOIs) will be applicable to the selected Technology partner on back to back basis for successful completion of the project.

5. ELIGIBILITY CONDITIONS FOR MICROWAVE RADIO TECHNOLOGY PROVIDER

A	Essential Eligibility Criteria for the Applicants	
	<i>Pre-Qualifying Criteria</i>	<i>Compliance Document</i>
i.	The MTP company should be a company registered in India having its office in India and incorporated under the Indian Companies Act, 1956/2013 and should be at least five years (from the date of releasing this RFP) old company.	a. <i>The details of the company and Certificate of Incorporation</i>

ii.	<p>MTP should be an Original Design Manufacturer (ODM)/ Original Equipment Manufacturer (OEM) of Microwave System meeting TEC GR standards referred in BSNL EOI MM/NWP-GSM-II/REG-POC-4G/E-697/2021 issued on 01.01.2021 and its Annexures and BSNL tender T.E. No.: MM/CM/GSM-Ph-IX.2/T-744/2022 issued on 22/10/2022.</p>	<p>(i). Relevant documents to the ownership to be submitted</p> <p>(ii). An undertaking of owning IPR (Intellectual Property Right) or Copyright/License for the Microwave System design needs to be submitted.</p>
iii.	<p>MTP must confirm that there are no Patent / legal issues that might become hindrance as per scope of RFP at any stage.</p>	<p><i>self-Undertaking would be required</i></p>
iv.	<p>The MTP company should have a consolidated annual turnover Rs. 204 Crore average for the last three financial years, that is, 2021-22, 2020-21, 2019-2020. MTP's Net Worth for the last three years must be positive.</p> <p><i>Note: Financial year will be 2021-22, 2020-21, 2019-2020, if audited results are available otherwise 2020-21, 2019-20, 2018-19 would be considered, subject to the condition that audited financial results for 2021-22 not declared.</i></p>	<p>a. Audited account statements for the years specified to be provided.</p> <p>b. The Networth certificate to be provided.</p>
v.	<p>Technology Provider should have manufactured and supplied minimum 6000 Nos of DMR Systems of different types per year for last 2 years to Indian or Global entities.</p>	<p>Bidder to provide purchase order copy and customer certificate/ Tax Invoice raised to customers of successful supply of DMR system. If required the bidder has to provide documentary proof for the above.</p>
vi	<p>Technology Provider should have sufficient manpower, Equipment and Manufacturing facilities for the manufacturing of minimum</p>	<p><i>1. A Compliance Statement is needed</i></p>

	6000 Nos of DMR Systems of different types per year.	2. Technology Provider should provide list of major manufacturing equipments for production of Digital Microwave Radio System.
vii.	MTP should not have been blacklisted by Central Government / any State or UT Governments / PSU/ organized sector in India to work with ITI as per this RFP and Customer Tender terms and conditions. And shall submit a self-declaration to this effect.	<i>A Self-Declaration of not being under any black list or Barring.</i>
viii.	<p>The IPR or copyright/License of the Microwave System should be owned by the Technology Provider or authorisation to use IPR of 3rd party including complete rights to transfer such IPR.</p> <p>The MTP should have their own R&D set-up in India. R&D set up should have certificates in the field of Micro wave/Radio Engineering.</p>	<p><i>(i). Relevant documents of ownership to be submitted</i></p> <p><i>(ii). An undertaking of owning IPR (Intellectual Property Right) or Copyright/ License for the Microwave System design needs to be submitted.</i></p> <p><i>iii) Details of R&D infrastructure including technical manpower resources to be submitted</i></p>
ix.	MTP should have Trained and Experienced manpower in MW Radio Engineering, Design, Fabrication of Structural systems etc.	<i>List of manpower and Proof of experience to be provided</i>
x.	<p>The MTP shall provide the support to ITI vide an agreement enabling ITI to, test Microwave radio System with following steps.</p> <ol style="list-style-type: none"> System Calibration Software flashing System Testing Debugging of product Printing & Sterilization Packaging QC Lab Any other procedure which is required for testing of the Microwave radio System. 	<i>A Compliance Statement is needed</i>

	Note: ITI will go for CBU order. Investment in the Capex will be based on the business feasibility and customer orders.	
xi.	<p>Orders issued by the Government of India restricting procurement from certain countries which shares a land border with India shall apply to this procurement.</p> <p>Any MTP or their OEM, from a country which shares a land border with India shall be eligible to bid in this tender only if they are registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).</p>	MTP or their OEM sharing land border with India, which are not part of restricted countries shall provide the certificates of registration in this regard from DPIIT as Per Annexure- IX and Annexure-X
xii.	The MTP must have capability to produce Microwave radio in accordance with TEC/ IS/ NABL Standards catering to different regions along the globe and relevant standards	A Compliance(Undertaking) to meet the TEC/ IS/ NABL Standards for product certification is required.
xiii.	The Technology Provider shall ensure the compliance of the Microwave radio system as per the latest TEC GRs for Microwave radio System mentioned in Annexure-V.	A Compliance Statement is needed
B	General Commercial Conditions	
i.	The MTP shall sign an agreement to enable ITI for procurement and testing of Microwave radio System through its technology and provide full support in testing so that ITI is fully equipped and capacitated to service the potential customer order. Any delay in supply and testing shall be seen as a default on the part of Technology Provider and may be termed as non-seriousness and may prompt ITI to look for next available alternative towards selection of Microwave radio Technology Provider.	
ii.	The MTP shall enter into an Agreement with ITI to enable ITI for the procurement and testing of the product. An undertaking to have understood and ready to sign a contract agreement at Annexure – XIII by the appropriate authority immediately after being selected.	

iii.	The MTP should meet the eligibility criteria. MTP shall provide clause-by-clause compliance as per Annexure-II and conform to the requirements, by providing undertaking as per Annexure-III.
iv.	The Agreement will be valid for an initial period of 05 Years with the scope to extend the arrangement further on mutual consent.
v.	MTP shall depute experienced technical personnel for at least for 30 days from the date of commissioning to support supply and testing of product free of cost to ITI and after that as and when required to resolve the technical issues for Certification or during bulk production.
vi	Technology Provider must be willing to provide Contract Manufacturing job work for the manufacturing of the Microwave radio System, if Customer agrees to accept Technology Provider's product & if ITI desires to supply Technology Provider's product against existing LOA and Customer order. In this case , the payment term should be only on Back to Back basis and the percentage margin on sale price of the Microwave Radio should be calculated by deducting the cost of contract manufacturing.
Vii	ITI intends to build procurement and testing capacity of 3000 (Three Thousand) numbers of the Microwave radio System per year. The capacity could be increased further on mutual consents. MTP must agree to provide all technical support for development of required Infrastructure.
viii	MTP is required to share a detail technical presentation for implementation of Technology enablement with ITI to ascertain the suitability of the technical qualification of the bidder.
ix.	MTP should meet the specifications for manufacturing of Microwave radio System as mentioned in aforesaid clauses. MTP should have manufacturing setup in India. However, for future orders, MTP should also meet the specifications of customer for continuation of collaboration for manufacturing of Microwave radio Systems.
X	MTP shall provide comprehensive support to ITI for the installation, commissioning, warranty and post warranty servicing of the product on case to case basis.
xi.	MTP shall support ITI in tenders floated for the product, by meeting the technical conditions of the tender.
Xii	The payment to the Technology Provider towards its deliverables shall be made on receipt of payment from the customer on back to back basis. Request for change in terms will not be entertained at any point of time.

xiii	The process of Technology enablement as mentioned in clause 5.A.x above should be completed within two months after issue of order for the Capex items.
xiv	The Bill of Materials (BOM)/BOQ is to be provided by MTP as per the requirement received for new opportunities from time to time
xv	MTP shall impart necessary training to ITI Engineers for undertaking testing, calibration, troubleshooting, installation acceptance testing including Pre-Despatch Inspection for successful commissioning at the premises designated by the customer.
xvi	The Agreement between ITI and MTP shall be signed by authorized signatories of ITI and the Technology Provider, duly supported by Power of Attorney issued by respective parties in the name of these signatories.
xvii	Technology Provider should be willing to provide 3 sets for each type approved Microwave radio System equipment at the time of finalization of new order/contract to ITI free of cost for testing and verification purpose to match the requirement of potential customer if the need arises.
xviii	<p>A Performance Bank Guarantee (PBG) for Project rollout of 3% of the work order would be required to be submitted for the period of project execution, which would be released after rollout of the project and after receipt of payment from customer. Period of project execution will be considered up to obtaining the NOC (No Objection Certificate)/Commissioning Certificate from the customer. If PBG Validity is going to expire before obtaining NOC, it will be obligatory to Technology Provider to extend the PBG validity Period accordingly</p> <p>The PBG will be encashed in case of the following events.</p> <ol style="list-style-type: none"> i) The product supplied by technology partner will not meet the quality specifications of the prototype and is rejected by BSNL/TEC authorities. ii) Manufacturing defect is attributed to the design and production of the product. iii) Technology partner fails to correct the failure of the manufactured product within the reasonable time as per the requirements of the customer/BSNL.
xix	Investment in Capex items for testing infrastructure should start only after the receipt of confirmed order from customer.
xx	As substantial investment is proposed for the test jigs, procurement of material etc and to ensure that technology transfer proposed by the technology partner works at the optimum level, a binding agreement has to be entered with Technology partner that in case of failure he should suitably compensate for the investment incurred by ITI. Agreement format is attached at Annexure-XIII of this RFP”.
xxi	The bidder should submit an Earnest Money Deposit (EMD) of Rs. 1Cr (Rupees One Crores) for participating in this RFP in the form of Demand Draft/bank Guarantee from a nationalized/scheduled bank in India in favour of “ITI Ltd” payable at Bengaluru or online transfer to the account as below

	Name of Account Holder: ITI Limited Name of Bank: STATE BANK OF INDIA, DOORAVANINAGAR, BENGALURU Bank Account Number: 10637729821 IFSC Code: SBIN0001438 MICR Code: 560002016
xxii	EMD shall be sent to the following address : General Manager– Projects & Technology, ITI Limited, Regd. & Corporate Office, ITI Bhavan, Doorvaninagar Bangalore - 560 016 Ph: +91 80 25618287, 25614466 – Extn. 2363
xxiii	The mode of delivery will of CBU will be decided after Purchase Order from BSNL is received. Packaging of CBU units will be in pallet form.
C	SPECIAL CONDITIONS
i.	The MTP , in addition to technology enablement, should be doing hand holding in leveraging its resources to streamline the procurement and testing of microwave Radio System and shall supply the initial lot of microwave Radio for the customer tender, as per ITI’s need to service its customer.
ii.	The MTP should liaison with BSNL, TEC and other potential customers for resolution of issues.
iii.	The bidder should provide a comprehensive list of test equipment required to test the CBUs product at ITI Premises and also their tentative costing.

D	FINANCIAL CONDITIONS(Financial Evaluation)
i.	The Financial Proposal shall be opened only for technically qualified proposals as per Scope of work and eligibility criteria and Technical Evaluation Criteria requirements
ii.	The Microwave Radio system Technology Provider, who offers to ITI , highest financial quote for percentage margin on sales proceeds pertaining to microwave radio system (excluding GST) shall be preferred.
iii.	The Technology Provider shall quote their best Percentage Margin for microwave radio system as per the format given in the Financial Bid.

Iv	The quantity and market of completely Built Units(CBU) items is not precisely known at this time. Hence in order to balance the requirement variation in the quantity will be decided on mutual agreed basis and as per customer requirements.
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Note: Technical evaluation of the bidders will be done on the basis of evaluation based on clauses mentioned in section 5.A , 5.B, 5.C, and 5.D. Financial bids will be evaluated only for technically qualified bidders.

6. FINANCIAL BID

Name of the Microwave Radio Technology Provider: M/s

FINANCIAL BID(Financial Evaluation Criteria)		
Sl No	Description	Microwave Radio Technology Provider MTP Percentage Margin Quote to ITI
1.	Percentage Margin on the Sale Price of the Microwave Radio System, Sold by ITI under Finished product/Completely Built unit(CBU) mode, excluding taxes (%)	M

Note:

1. Microwave Radio system technology provider, providing highest total percentage margin to ITI shall be preferred.

2. As per Govt. procurement policy for Micro and small Enterprises, 2012 (amended 2018 and 2021), Startups(MSE's or otherwise) may be given relaxation in prior turnover and prior experience criteria during tender process, subject to meeting of Quality and Technical Specifications. Micro and Small Enterprise are eligible for supply up to 25% of the total procurement to be distributed among these bidders.

Remaining quantity will be allocated as below,

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

7. Payment terms:

7.1 Payment conditions

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

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

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

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

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

General Manager

Bangalore Plant and R&D

ITI Limited, Dooravaninagar,

Bangalore-560016, Karnataka,India.

Phone : 080-25651340, 080-28503902

Fax : 080-25650400

Email : unithead_bgp@itilttd.co.in

8. Liquidated Damages

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

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

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

9. SUBMISSION OF PROPOSAL

9.1. Interested OEM/ODM, meeting the Scope of work and Eligibility Requirements, are invited, under e-tender mode, to submit their Technical Proposal and Financial Proposal, in response to this RFP.

9.2. The proposals shall be uploaded on Uni Wizard on or before the due date and time specified at Section-2 as important dates. The URL for Uni Wizard is <https://itilimited.euniwizarde.com>. Portal may be referred for more information.

9.3. All clarifications requests, on the RFP, shall be addressed to **General Manager – Product & Technology** over telephone 080-25617487 during 9.30 AM to 5.30 PM on any working day and through mail on pp_crp@itild.co.in on or before 23-03-2023.

10. MSME Vendors :

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

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

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

11. GENERAL CONDITIONS

11.1. Indigenous manufacturers are eligible and they will be considered as Local Supplier Class-I/II for price preferences as per GOI Notification vide OM bearing No. P-45021/2/2017-PP(BE-II) dated 04th June, 2020 and again on 16th September 2020

issued by Department of Industry and Internal Trade (Public Procurement Section), Ministry of Commerce & Industry, Govt. of India.

11.2. Submission of response to this notice inviting RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its Scope, Specifications, Terms, conditions & Implications.

11.3. In case any Microwave Radio system Technology Provider's statement is found false and misleading, the barring process against such defaulting Technology Provider shall be initiated by ITI and the next eligible MTP shall be selected to go ahead in the process of proving technical compliance and competence to the required Microwave Radio system standards and specifications and at the cost of defaulting Technology Provider.

11.4. Period of Validity of offers: The offer shall remain valid for a period of at least 180 days from the due date of offer submission. Offers valid for a shorter period shall be rejected.

11.5. Language of offers: The offers prepared by the vendor and all the correspondences and documents relating to the offers exchanged by Technology Provider shall be written in English language.

11.6. Award of Contract: ITI reserves the right to enter into technology tie up with any One/two of the MTP who meets the eligibility conditions and, if finalized by ITI, a Technology enablement agreement will be signed with each selected Microwave Radio system Technology Provider for pursuing all activities related to manufacturing and supply.

11.7. Authorized Signatory: All certificates and documents received as part of the offer shall be signed by the Authorized Representative (Authorized by valid power attorney along with resolution of board for authorizing the person signing the bid). The power of authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Microwave Radio system Technology Provider MTP shall be submitted when demanded by ITI.

11.8. ITI reserves the right to suspend or cancel the RFP process at any stage, to accept, or reject any, or all offers at any stage of the process and / or to modify the process, or any part thereof, at any time without assigning any reason, without any obligation or liability whatsoever.

11.9. Cost of RFP: The MTP shall bear all costs associated with the preparation and submission of his/ her response against this RFP, including cost of presentation for the purposes of clarification of the offer, if so desired by ITI. ITI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the RFP process.

11.10. The Technology Provider shall be ready to give clarifications on any part of the offer to ITI.

11.11. Amendment of RFP: At any time prior to the last date for receipt of offers, ITI, may, for any reason, whether at its own initiative or in response to a clarification requested by a Microwave Radio system Technology Provider, modify the RFP document by an amendment. In order to provide Microwave Radio system technology Providers reasonable time to take the amendment into account in preparing his / her offer, ITI may, at their discretion, extend the last date for the receipt of offers and/or make other changes in the requirements set out in the Invitation for RFP.

11.12. Disclaimer: ITI and/or its officers, employees disclaim all liabilities from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of ITI and/or any of its officers, employees.

11.13. **Delivery Schedule and terms of delivery**

11.13.1 Microwave Radio system products should be supplied, installed and commissioned as per schedule given by customer.

11.13.2 Any loss or damage to the Microwave Radio systems due to mishandling, transportation, till such time the equipment is delivered at the required destination shall be to Technology Partner's account. The tenderer shall be responsible for preferring of all claims and make good for the damage of loss by way of repairs and/or replacement of the portion of equipment damaged or lost.

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

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

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

x. Software up-gradation

11.13.5 Set Off :

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

11.14. **Incidental Damages**

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

- (a) Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, or regulator issued with respect to the product/services being supplied/provided under this Contract.
- (b) Any claim made by third parties arising out of the use of the services of ITI being provided using the equipment supplied under the Contract to the extent these are attributable solely to the poor quality or non-compliance of the product/services to the respective specifications.
- (c) Any claims arising from the customers or other service providers, in connection with interruptions 'or' degradation of services due to non-availability of services beyond the stipulated time frame as contained in AMC and solely attributable to the eligible bidder of the product and services under this Contract.
- (d) Any claim that the Equipment/Services/'or' any value addition component offered and supplied by the eligible bidder in this Contract, infringe any patent, trademarks or copyright of any third party.

11.15. **Indemnity Bond :**

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

to be breach of this Contract. The duration of bond can be considered as duration of contract.

11.16. Safety Hazard :

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

11.17. CONFIDENTIALITY:

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

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

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

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

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

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

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

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

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

11.18. INTELLECTUAL PROPERTY:

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

11.19. ARBITRATION:

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

11.20. RISK PURCHASE.

If the vendor fails to adhere to the quality norms, delivery schedules and other terms and conditions contained in this Tender after acceptance of purchase order and if no agreement is reached on the revised delivery schedule maximum up to 15 (Fifteen) Business Days, then buyer shall have the liberty to procure the material from an alternate source at the Vendor's risk and cost, and the Vendor shall be liable to make good the loss incurred by Buyer in this process.

11.21. FORCE MAJEURE:

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

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

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

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

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

Annexure-I**Microwave Radio system Technology Provider's Profile**

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

Compliance Statement

Section Details		Clause Numbers	Compliance (YES/NO)	Documentary Reference, If any
Technical BID				
4.	Scope of Work	4.1 to 4.15		
5. A	Essential Eligibility Criteria for the Applicants	(i) to (xiii)		
5. B	General Commercial Conditions	(i) to (xxii)		
5. C	Special Conditions	(i) to (iii)		
5. E	Financial Conditions	(i) to (iv)		
6. Financial Bid				

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

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

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

Signature:

Name:

Designation of Authorized Signatory:

PRE-CONTRACT INTEGRITY PACT

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

Tender No.....

This Integrity Pact is made onday of2023

BETWEEN:

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

AND:

M/s represented byChief Executive Officer (hereinafter called the Microwave Radio Technology Provider MTP (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 Microwave Radio Technology Provider MTP /contract ON THE SECOND PART.

Preamble

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

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

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

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

SECTION 1 – COMMITMENTS OF THE PRINCIPAL

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

a. No employee of the Principal, personally or through family members, will in connection with the tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.

b. The Principal will, during the tender process treat all MTP (s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all MTP (s) the same information and will not provide to any MTP (s) confidential/ additional information through which the MTP (s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

If the principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC 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 Microwave Radio Technology Provider (MTP)/ CONTRACTOR

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

- a. The MTP (s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever (during the tender process or during the execution of the contract).
- b. The MTP (s)/contractor(s) will not enter with other MTP s/ contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The MTP (s)/contractor(s) will not commit any offence under IPC/PC Act, further the MTP (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 MTP (s)/Contractor(s) of foreign origin shall disclose the name and address of the agents/representatives in India, if any. Similarly, the MTP (s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The MTP (s)/Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. The MTP (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 MTP (s)/Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

SECTION 3 – DISQUALIFICATION FROM TENDER PROCESS & EXCLUSION FROM FUTURE CONTRACTS

If the MTP (s)/Contractor(s), during tender process or before the award of the contract or during execution has committed a transgression in violation of Section 2, above or in any

other form such as to put his reliability or credibility in question the Principal is entitled to disqualify Microwave Radio MTP (s)/Contractor(s) from the tender process.

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

The MTP (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 MTP (s)/ Contractor(s) shall be final and binding on the MTP (s)/ Contractor(s), however the MTP (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 MTP (s)/ Contractor(s) shall not entitled for any compensation on this account.

Subject to full satisfaction of the Principal, the exclusion of the MTP (s)/Contractor(s) could be revoked by the Principal if the Microwave MTP (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 MTP (s)/ Contractor(s) declares that no previous transgression occurred in the last 3 years immediately before signing of this Integrity Pact with any other company in

any country conforming to the anti-corruption/ transparency International (TI) approach or with any other Public Sector Enterprises/ Undertaking in India of any Government Department in India that could justify his exclusion from the tender process.

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

SECTION 5 – COMPENSATION FOR DAMAGE

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

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

SECTION 6 – EQUAL TREATEMENT OF ALL MICROWAVE TECHNOLOGY PROVIDER MTP S/CONTRACTORS

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

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

6.3 The Principal will disqualify from the tender process all Microwave MTP s who do not sign this Integrity Pact or violate its provisions.

SECTION 7 – CRIMINAL CHARGES AGAINST VIOLATING BIDDERS/ CONTRACTORS

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

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

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

Details of IEM appointed by ITI are as under:

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

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

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

8.3 The MTP (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 MTP (s)/Contractor(s). The MTP (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 MTP (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 MTP (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 MTP (s)/Contractor(s) and the MTP (s)/Contractor(s) shall provide necessary information and documents in English and shall extend all help to the Principal for the purpose of verification of the documents.

SECTION 10 - LAW AND JURISDICTION

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

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

SECTION 11 – PACT DURATION

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

If the MTP (s)/Contractor(s) are unsuccessful, the Pact will automatically become invalid after three months on evidence of failure on the part of the MTP (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 MTP (s)/Contractor(s) or a Microwave MTP ship, the pact must be signed by all members and Microwave Technology Providers.

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

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

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

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

For PRINCIPAL (S)/CONTRACTOR(S)	For	Microwave	Technology	Provider
---	--------------	--------------------	---------------------	-------------------

Name Designation.	Name Designation.
-------------------	-------------------

Witness:

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

GENERIC TECHNICAL SPECIFICATION
(For Microwave System)

A. Technical specification

Microwave System : 15GHz/18Ghz

1.1 All the terms and conditions of BSNL EOI MM/NWP-GSM-II/REG-POC-4G/E-697/2021 issued on 01.01.2021 and BSNL tender T.E. No.: MM/CM/GSM-Ph-IX.2/T-744/2022 issued on 22/10/2022, its Annexures and subsequent BSNL RFP, Purchase Orders, Work Orders, Letter of Intents(LOIs) will be applicable to the selected Technology partner on back to back basis for successful completion of the project.

1.2 The Microwave system shall be required for connecting last mile as well as in the back-haul. The Bidder shall quote for such microwave links in 15GHZ and 18GHZ band. The transmission equipment proposed shall conform to latest TEC specifications/ GR: TEC GR No TEC/TX/GR/HMR-001/01.MAR-12 (except for those specific requirements stated in this DTR or those that have been outdated due to technology advances and the functional requirement has been met or exceeded) complete with Antenna, feeder and installation material. 0.6 m / 1.2 m / 1.8 m antennae shall be used in the engineering of the links. The provision of BITE is not essential provided other provisions like LED to broadly indicate the health of the system for split radio and LCT for full outdoor unit (FO), ethernet port for IP connectivity to external OSS or NMS of BSNL and connectivity to local terminal [LCT/laptop] are all available.

1.3 The microwave system shall be in 2+0 XPIC (~350 mbps to 500 mbps) configuration which is expandable to 4+0 XPIC (~700mbps to 950 mbps) by addition of required second carrier activation license, along with hardware & software if any. In XPIC functionality, the failure of either horizontal or vertical polarisation shall not lead to failure of the system as a whole. These expansions for additional carrier for ODU to make the system 4+0 XPIC from 2+0 XPIC feature shall be supplied as per SOR ordering. All FOs shall support dual carriers & XPIC as well as support carrier aggregation by default. All the antenna supplied shall be dual polarised for the hop concerned .

1.4 The MW system shall be of Full Outdoor architecture (FO). The necessary cables/accessories required for extending the bandwidth from the system to the user equipment like BBU shall be provided as part of the installation material. MCB addition, if required, at any site shall be done as part of I&C.

1.5 All FOs can support two modems i.e., one FO shall be sufficient to cater one XPIC radio link. Hub ODUs, as per SoR ordering, shall support convergence of upto 6 radio links along with support for protection schemes. These hops, which would be deployed as hub-hops, shall be typically with capacity enhancement features like 4+0 configuration with XPIC as per SoR ordering in order to cater for the capacity aggregation from the hops in down-stream.

1.6 It shall be possible to define QoS [including Committed Information Rate [CIR] and Excess Information Rate [EIR]] in the system and it shall also be possible to configure the same as per need through the O&M terminal/EMS. These features will be required to be deployed for effective usage of bandwidth, among other uses.

1.7 The system configuration, commissioning and monitoring shall be possible to be done using a local terminal [laptop] connected externally through standard Ethernet interface. One such terminal shall be supplied with every 20 hops. The requirement of laptop against this clause shall be captured within the quote of Microwave and captured under the detailed priced BoM. There shall be appropriate LCT with Browser-based user interface with GUI which shall indicate PMON/RMON to assess the performance of the system with last 7 days historical data.

1.8 BSNL is in the process of commissioning a nationwide network monitoring platform and it shall be possible to integrate these Digital Microwave nodes through their EMS to the upcoming platform through standard interfaces including CORBA, xml and SNMP v.1/v.2/v.3. All the required support shall be extended during warranty and AMC for such integrations.

1.9 There shall be the necessary L2 switch in-built in the terminal capable of combining electrical FE signals from other co-located access equipment such as GSM, UMTS & LTE base stations so that the combined output available at optical GE that can be interfaced to the transport network of BSNL. The equipment shall have L2 switching functionality having at least 8Gbps backplane switching capacity.

1.10 Two electrical GE ports [10/100/1000 Base-T[X] type with auto negotiation], 2 GE optical ports (1310nm, all with auto-negotiation, 5 Km range SFPs) for split microwave radio and one electrical GE ports [10/100/1000 Base-T[X] type with auto negotiation], 2 GE optical ports (1310nm, all with auto-negotiation, 5 Km range SFPs) shall be provided for FO. Applicable modulation schemes of QPSK to up to 8192 QAM with AMR shall be equipped with for achieving spectral efficiency in 7 MHz and 28 MHz channelling plans in 15 GHz and 18 GHz bands. It should also support 2048 QAM or higher as per capacity requirement.

1.11 Synchronisation shall be compliant through IEEE 1588 v.2 standard. The provision of 1588 v2 shall be without any limitations and shall support all network topologies.

1.12 Per Hop Installation material for MW will include –

1.12.1 Grounding cable including lugs.

1.12.2 Fixers (Nut Bolt) for mounting ODU.

1.12.3 Weather proofing and 4*Adhesive Tape and any additional item required.

- 1.12.4 IF Cable Connector (2*N-Type and 2*TNC-Type).
- 1.12.5 Patch cord LC/LC _ 5 meters for GE(o).
- 1.12.6 Cable Ties per terminal / station.
- 1.12.7 ODU Power cable _ 4*10 meters with connector and lug or as per site requirement.
- 1.12.8 RJ45 Cable _ 20 meters. CAT6
- 1.12.9 MCB [2 per hop]
- 1.12.10 IF cable [100m per hop]
- 1.12.11 laptop [One laptop for every 20 hops shall be supplied]
- 1.12.12 Bidder to provide required any other interface cables/ Installation materials for their FO.

1.13 With regard to DMW antennae, Compliance to TEC GR clauses is not expected/ mandatory to the extent the requirement of the clause has been outdated due to technology advances and the functional requirement has been met or exceeded.

1.14 The equipment shall provide L2 services using MPLS Exp bit.

1.15 The equipment shall support for Ethernet network, LAG (Link Aggregation) protection (including FE/GE ports and radio links). Further, equipment shall support Ethernet-OAM. The offered Equipment shall meet all the specifications of ETH-OAM as per IEEE 802.1ag and IEEE 802.3ah. Monitoring of Error frame events (FER), error frame second events and error frame period events shall be supported by the Ethernet-OAM as per IEEE 802.3ah. Complete Ethernet link performance monitoring shall be possible as per IEEE 802.3ah.

1.16 The MW equipment shall support both the E-Line and E-LAN Ethernet service types. The Maximum frame length of Ethernet frame shall be specified. It shall be possible to configure MAC learning parameters. Ethernet latency shall be < 50 Milliseconds or better. However, bidder shall specify the exact value for various configurations, frame size and packet sizes.

1.17 The MW radio shall be housed in a weather proof casing (IP 65 compliant) designed for all weather operation and shall be preferably directly integrated with the antenna. It should be leak proof during monsoon/snow fall.

1.18 The MW system shall be provided with traffic protection schemes for Ethernet services as per relevant ITU-T/ITU-R recommendations. The offered equipment shall support sub 50 ms ring protection with ERPS (Ethernet Ring Protection switching) (ITUT-G.8032 / Y.1344).

1.19 The microwave system in E-band also shall be supplied in full outdoor mode [1+0] as per SoR ordering.

1.20 For any technical clarification please contact Additional General Manager – QA over mobile 9480428346 during 8.00 AM to 4.00 PM on any working day and through mail on msgovindaraj_bgp@itiltd.co.in and on pp_crp@itiltd.co.in

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

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

To,

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

Dear Sir,

Sub: Declaration for relation in ITI

Subject: RFP - _____

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

Tick (✓) any one as applicable:

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

OR

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

(i)

(ii)

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

Note:

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

BID FORM

NIT No. _____

Dated: _____

**To
General Manager– Projects & Technology,
ITI Limited,
(Registered & Corporate
Office) ITI Bhavan,
Doorvaninagar, Bengaluru –**

560 016.

Dear Sir,

1. Having examined the conditions of contract and specifications including addenda Nos.....the receipt of which is hereby duly acknowledged, we, undersigned, offer to act as Microwave Radio System Technology Provider (MTP) in conformity with the said contract.
2. We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
3. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
4. Bid submitted by us is properly prepared and submitted in the relevant sections of e-bidding portal as to prevent any subsequent alteration and replacement. Also pricing details / information is not made available in the technical section of e-bidding portal.
5. We understand that you are not bound to accept the lowest or any bid, you may receive.
6. We understand that the Bid document so submitted is the true copy of ITI tender documents available on ITI website www.itilttd.in. Any deviation will result in the rejection of the bid.

Dated thisday of2023

Name and Signature -----

In the capacity of -----

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

.....

Witness:

Address:

Signature



CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT

BY AND

AMONGST ITI

LIMITED

AND

This Confidentiality and Non-Disclosure Agreement (“Agreement”) is made effective from [•], 2023 by and amongst:

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

AND

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

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

WHEREAS, ITI is looking for partners who will enable ITI with Technological details to procure and test DMR as per defined scope in this document and be part of the Make in India Initiatives. (“Transaction”)

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

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



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

“Controlled by” or “Control”, means:

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

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

1. For the purpose of this Agreement, “Confidential Information” means any information including commercial, financial, geographical, legal information, details of contracts, government approvals and licenses required for the business operations and any related data pertaining to the Company or its affiliates or its joint venture companies given to the Receiving Party in the course of due diligence carried out in connection with the Transaction. Such Confidential Information may be:

- i. in written or digital form;
- ii. verbally transmitted by either party provided such information is reduced to writing and delivered to other party subsequent to verbal transmission of the information as provided in Clause 12; and
- iii. derived from analysis and observation from visit of units/sites.

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

2. Each Receiving Party severally agrees that all information furnished by the Company, or their advisors, its representatives or consultant, in connection with the Transaction, whether furnished before or after the date hereof and, subject to Clauses 7 and 12 hereof, regardless of the manner in which it is or was furnished shall be treated by the Consultants, and their respective advisors, representatives, affiliates, to whom the Consultants may provide such information in connection with the Transaction, as Confidential Information. Each Receiving Party undertakes that the Confidential Information furnished by the Company shall be solely used for the purpose of the Transaction and not for any other purpose. Subject to Clause 6, the Consultant undertake that any such Confidential Information retained shall be used only for the purpose of making disclosures as required under applicable law pertaining to the Transaction with prior intimation to the Company in accordance with this Confidentiality and Non disclosure Agreement and where circumstances do not permit prior intimation to be given then the Consultant shall promptly intimate



the Company, about such disclosure of Confidential Information.

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

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

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

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

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

a) To any information which, prior to its disclosure in connection with the Transaction, was already in the possession of the Receiving Party or its advisors, representatives, affiliates or consultant when they were not acting as Receiving Party or their advisors, representatives or consultant for purpose of the Transaction or to the extent such information is or becomes publicly available otherwise than by disclosure by the Receiving Party in violation of this Agreement;

b) To any information which is required to be disclosed, or is disclosed to regulators,



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

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

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

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

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

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

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

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

8. Any advice or opinions provided by the Receiving Party under or pursuant to the Transaction shall not be disclosed or referred to publicly or to any third party, by the Company, except in accordance with the prior written consent from the Receiving Party or except where such information is permitted under this Agreement or required by law or in connection with disputes between the Parties or if required by a court of law or any other regulatory authority, provided that the Company shall, to the extent permitted by applicable law (i) to the extent possible, provide the Receiving Party with



prior notice of such requirement and (ii) where it is not possible to provide prior notice, the Company shall notify the Receiving Party in respect thereof to the extent possible. The Parties agree that no public announcement or communication relating to the subject matter of this Agreement shall be issued or dispatched without the prior consent of the other Party, which shall not be unreasonably withheld, and except to the extent that such public announcement or communication may be required under applicable law. Subject to the adherence to the provisions of this Clause 8, the Company and each of the Receiving Parties shall be entitled to describe their respective involvements in any transaction pursuant to the engagement and its or their services rendered after the Transaction closing date in any newspaper, journal etc.

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

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

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

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

13. In the event of a breach by the Receiving Party in performing its responsibilities and confidentiality obligations under this Agreement, as determined by a court or arbitral tribunal of competent jurisdiction, the Receiving Party shall be responsible to the Disclosing Party for any direct loss, claim, damage or liability incurred by the Disclosing Party as a result of such breach that is so judicially determined. Notwithstanding anything to the contrary, no indirect, consequential, damages resulting from or arising out of a breach of this Agreement shall be payable by the Receiving Party to the Disclosing Party. For purposes of this Clause 13 if so determined by a court or arbitral tribunal of competent jurisdiction, Defaulting Party



shall be responsible for damages and expenses (including reasonable legal fees) resulting from breach of this Agreement as determined above, including breach by Representatives or consultants or third parties of the defaulting party. A “Defaulting Party” shall mean any Receiving Party who is in breach of any of the confidentiality obligations as mentioned in the Confidentiality Agreement.

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

15.

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

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

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

iv. Any reference made to the arbitration tribunal under this Agreement shall not affect the performance of terms, other than the terms related to the matter under arbitration, by the Parties under this Agreement. The disputing parties shall cooperate in good faith to expedite, to the maximum extent practicable the conduct of any arbitral proceedings commenced pursuant to this Agreement.

16. All Confidential Information furnished by the Disclosing Party shall remain the property of the Disclosing Party and shall be returned or destroyed by the Receiving Party upon earlier of: (i) the written request of Disclosing Party; (ii) the Receiving Party's determination that it no longer has a need for such information; or (iii) the final approvals of the Stock Exchanges for the listing pursuant to the Transaction; or



(iv) as required under the applicable laws; whichever is earlier, except that the Receiving Parties may retain copies of the Confidential Information, to the extent that retention of such Confidential Information is necessary to comply with Receiving Party's internal document retention policies aimed at legal and regulatory compliance and any such retained Confidential Information shall remain subject to disclosure and use restrictions set forth herein, notwithstanding any termination of this agreement.

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

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

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

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

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

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

For ITI Limited Authorised Signatory

For [●]
Authorised Signatory

For [●]
Authorised Signatory



For [●]
Authorised Signatory

For [●]
Authorised Signatory

Witnessed by: 1.

2.

ANNEXURE-IX

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

(To be submitted on Applicant’s Letter Head)

To,



Dear Sir,

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

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

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

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

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

*Bidder to strike-off, if not applicable.

Date: _

Seal of Organization &

Place:

Signature of Authorized Applicant



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

Reference 1: ITI RFP No.. ITI/COR/PP/RFP/DMR/01 ..issued on ..

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

(Name of the authorized signatory)

Signature Designation in Company Seal / Stamp of Company

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



ANNEXURE-XI

Bid Security Declaration(For MSMEs)

Dated:

To
The ITI LIMITED
Corporate (PP) Unit
Bengaluru 560016

Sir,

Subject: **RFP No:** ITI/COR/PP/RFP/DMR/01dt: DD.MM.2022 for The selection of "TECHNOLOGY PARTNER [TP]" for supply and testing of Microwave System .

We, the undersigned, declare that:

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

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

[Insert complete name of ITP]

Dated on ___ day of _____ [insert date of signing] Corporate Seal (where appropriate)



ANNEXURE-XII

Checklist of Documents to be submitted

	Check list of documents/information to be submitted
i.	The profile of the Microwave Technology Provider as per Annexure-I and Certificate of Incorporation of the Microwave Technology Provider company.
ii.	Audited financial statements for past three years (2018-19, 2019-20, 2020-21) or year 2019 and 2020, 2021.
iii.	Certificate for supply and satisfactory performance of the product from the customer. The details of the product quantity, its make/model and date of supply to be available in the certificate.
iv.	<i>Documentary evidence (Purchase order copy and customer certificate/ Tax Invoice raised to customers of successful supply of DMR system) to prove experience to be submitted.</i>
v.	Proof of successful record of accomplishment of Technology enablement projects or Joint Venture (JV) projects implementation for MICROWAVE SYSTEM.
vi.	Details of possession of Quality certifications – ISO 9001, ISO14001, ISO 17025 & ISO 27001, and Type approval certificates /BIS /International accreditations if any
vii.	Purchase Order copies of export orders may be submitted (the commercial data may be redacted)
viii.	Clause-by-Clause compliance of RFP terms (Scope of work requirements, Eligibility criteria & General Requirements) and all corrigendum with supporting documents as per Annexure-II .
ix.	Valid Power of Attorney along with resolution of Board for authorizing the person signing the bid for this RFP.
x.	Undertaking by the Microwave Technology Provider shall be submitted as per Annexure-III .
xi.	An undertaking of owning IPR (Intellectual Property Right) or Copyright/License for the design of Microwave Radio System to be



	submitted. If the IPR is owned by a third party, authorization certificate to use such IPR to be submitted.
xii.	An undertaking to have understood and ready to sign a contract agreement for procurement and testing of Digital Microwave System ANNEXURE-XIII by the appropriate authority immediately after being selected.
xiii.	A Pre-Contract Integrity Pact as per the format given in Annexure-IV .
xv.	Technical literature, Brochures, Presentation of the offered MICROWAVE SYSTEM.
xvi	List of Technical/commercial tie-ups, ToTs already with other parties to be submitted.
xvii	Standardisation Certifications (ISO etc) obtained in the relevant field including tie-ups with standard world level Scientific/Technical Organisations in field of Radio Engineering.
xviii	Compliance on Generic Technical Specifications For Microwave System ANNEXURE-V
xix	Declaration of relation in ITI ANNEXURE-VI
xx	BID Form ANNEXURE-VII
xxi	Confidentiality and Non Disclosure Agreement ANNEXURE-VIII
xxii	Declaration regarding “Restrictions on procurement from a Bidder of a country which shares a land border with India ANNEXURE-IX
xxiii	Certificate to be submitted by Bidders on Rule 144(xi) of the General Financial Rules (GFRs) 2017 on grounds of Defence of India and National Security ANNEXURE-X
xxiv	Bid Security Declaration(For MSMEs) ANNEXURE-XI
xxv	Checklist of the Documents to be submitted ANNEXURE-XII
xxvi	A comprehensive list of test equipment required to test the Microwave CBU units at ITI Premises and also their tentative costing.
xxvii	Compliance statement of having the sufficient manpower, Equipment and Manufacturing facilities for the manufacturing of minimum 6000 Nos of DMR Systems of different types per year.



Annexure-XIII

Agreement for procurement and testing of Digital Microwave System

This Agreement for manufacturing and supply of **Digital Microwave System** ("Agreement") is effective as of day of 2023.

BY AND BETWEEN

ITI Limited, a Government of India company registered under the Companies Act, 1956, having its corporate and registered office at ITI Bhavan, Doorvaninagar, Bengaluru - 560016 (hereinafter referred to as the "ITI" on the first part, which term or expression shall include its administrators, successors and permitted assigns)

AND

_____, a company registered under the Companies Act, 1956, having its Registered Office at _____

(hereinafter referred to as the "PARTNER" on the other part, which term or expression shall include its administrators, successors and permitted assigns)

With either 'ITI' or 'Partner' being singularly referred to as a 'Party' and both 'ITI' and 'Partner' being collectively referred to as the 'Parties'.

WITNESSES THAT:

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

AND WHEREAS _____ the Partner has expressed its desire to partake in the partnership agreement for manufacturing and assembling **Digital Microwave System** , on the terms, conditions and stipulations contained herein.



NOW, THEREFORE, in consideration of the mutual covenants, agreements and obligations, the ITI and the Partner agree as follows:

DEFINITIONS

“_____” means either; i) a Public Sector Enterprise, or ii) a Registered Indian industrial manufacturing Enterprise, where the control by way of majority shareholding, and/or the controlling Directors, is not held by foreign body or corporate(s).

“Third Party” in singular or “Third Parties” in plural means any external entity, individual, organization or institution other than the _____ or the _____ who is referred to in this Agreement.

“Intellectual Property” means any invention, patent, utility model, copyright, trademark, industrial design, electronic design or integrated circuit topography right, or any right of whatsoever nature in computer software and data, trade secrets or Know-how, or any intangible right or privilege of a nature similar to any of the foregoing, in every case in any part of the world and whether or not registered, and includes all granted registrations in respect of any such right.

“Confidential Information” means any information, including Proprietary Information, Logic Manuals, drawings, samples, devices, demonstrations, Know-how, software, reports and other materials of whatever description, whether subject to or protected by copyright, patent, industrial design or any other form of Intellectual Property protection, howsoever disclosed or communicated before or after the effective date of this Agreement by one Party to the other Party, which if in written form is labeled as "Confidential", and if disclosed orally and identified as confidential at the time of oral disclosure is furnished to the receiving party within thirty (30) days after such disclosure in a written summary labeled as "Confidential", but does not include information which:

- a) is now, or hereafter, through no act or failure to act on the part of the receiving party, becomes generally known or available to the public without breach of this Agreement or any subsequent agreement made pursuant thereto;
- b) is known to the receiving party at the time of disclosure of such information or is developed by the receiving party independently of such disclosure, as evidenced by written records;
- c) is hereafter furnished to the receiving party by a third party without that third party being in breach directly or indirectly of an obligation to the disclosing party to keep the information confidential; or
- d) is disclosed as required by statute or judicial decree provided ITI shall have been given notice and an opportunity to appear and object to such disclosure, but is unsuccessful.

“Territory” means India and any other country or countries explicitly mentioned herein.

“Effective Date” means the later of the dates on which the two parties sign this Agreement, or in the case of an Addendum, Effective Date means the later of the dates on which the two parties sign the Addendum in question.



“Term” of this Agreement or its applicable Addendum will commence on the Effective Date and shall continue for the duration or until terminated by either Party as set forth in this Agreement.

“Law” means law of the land, i.e. law of India.

1. PURPOSE

ITI intends to procure and supply “Digital Microwave Radio (DMR) system meeting Telecom Engineering Centre (TEC) GR Standards” to customers and to participate & supply against upcoming & future Tenders/EOI/RFP of BSNL, MTNL, BBNL or other Organisations.

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

The selected partner, should be willing to enable ITI with technological details for supplying and servicing of DMR System on Non-exclusive basis.

2. SCOPE OF WORK

2.1. The Technology Provider shall enable ITI to meet the compliance of the Microwave Radio system as per the latest Generic technical requirements/TEC GRs mentioned in **Annexure-V**.

2.2. Technology Provider shall be willing to enable supply to ITI and testing of Microwave Radio System meeting IS Standard or TEC GR standards as mentioned in BSNL EoI MM/NWP-GSM-II/REG-POC-4G/E-697/2021 issued on 01.01.2021 and its Annexures –B.1 , and BSNL tender MM/CM/GSM-Ph-IX.2/T-744/2022 issued on 22/10/2022 through an Agreement, to enable ITI to supply, test , Market, Sale & Service and provide maintenance service on the product to its customers.

2.3. Technology Provider must provide Microwave Radio System Software code & its upgraded versions progressively as and when available to enable ITI to operate and maintain the system.

2.4. Technology Provider shall provide all the upgrades developed for the offered product (including ITI product based on Technology enablement) during the contract period, without any commercial implication. They should also ensure to develop the upgraded Microwave Radio System to meet upgraded Technical Specification as per prevailing standard, if any, to overcome any obsolescence.

2.5. Technology Provider must agree to supply kit of the proposed product in Completely Built Unit (CBU) form.

2.6. The strategic alliance between ITI and the Microwave Radio System Technology Provider (MTP) shall be for a period of minimum five years or as per agreed time period from the date of the agreement. The Technology Provider shall provide all the assistance in procurement and testing of Digital MW Radio System units at ITI units.



2.7. MTP must assist ITI in setting up the testing facility of the products and give necessary Technical Support including Specification, process diagrams & training to ITI personnel for the smooth and efficient functioning of the Microwave Radio System. ITI desires that MTP shall assist in supply of all the necessary Infra required for procurement and Testing of Microwave System). They may visit ITI Production facilities already available/planned to be made available before award of this RFP.

2.8. The Agreement on Microwave Radio system manufacturing will includes the Mechanical tools, Hardware/software design, manufacturing, assembly inspection, testing, quality assurance methods, troubleshooting, supply, Installation and Commissioning if required , servicing/ maintenance during the warranty/post warranty period, training, documentation, design upgrades , system integration if required etc. as per various customer requirements of Microwave Radio System.

2.9. The MTP shall ensure compliance, in totality, of his product to applicable Indian Standard specifications or any other standards, as referred in the customer requirements.

2.10. The MTP should be responsible to provide free software /firmware/patches/ upgrades to ITI for the product as per customer order such as BSNL EoI MM/NWP-GSM-II/REG-POC-4G/E-697/2021 issued on 01.01.2021 and its Annexure –B.1 and BSNL tender MM/CM/GSM-Ph-IX.2/T-744/2022 issued on 22/10/2022 during the pre-sales and post sales phases of the product to ascertain the compliance of the product with the standards and specifications.

2.11. ITI will be responsible to obtain all necessary certifications and necessary approvals such as TEC/TSEC, CACT Certificate from BSNL (QA) and Test certificate from NABL/International accredited agencies for product if required, however MTP will only provide the resource to help ITI for obtaining the necessary certifications. MTP Scope will be limited to arranging samples for TSEC. ITI reserves the right to decide whether all Microwave units will be tested or only few. All the Certification & Testing Fees will be paid by ITI.

2.12. After/During successful technology enablement process, the Microwave System Technology Provider shall also support ITI for the Tenders / Purchase orders of Government, PSUs, Defence and Private customers for the products / services.

2.13. The Technology Provider has to support ITI in setting up the infrastructure for the test set up. Bidder should provide the quote (Details of testers cost etc.) for the infrastructure set up required for CBU test set up of Microwave system along with the bid. So that ITI can perform testing.

2.14. The Microwave Radio System Technology Provider at their cost shall support ITI for field trial/proof of concept (PoC)/TSEC by providing samples of 3 sets for each type approved Microwave System free samples and as per customer requirement



towards the pre-supply qualification for the customer orders. The Microwave System Technology Provider has to undertake the responsibility of integrating the Microwave System with the back end system in coordination with the Telecom solution provider of the customer during the PoC

2.15. All the terms and conditions of BSNL EOI MM/NWP-GSM-II/REG-POC-4G/E-697/2021 issued on 01.01.2021 and BSNL tender T.E. No.: MM/CM/GSM-Ph-IX.2/T-744/2022 issued on 22/10/2022, its Annexures and subsequent BSNL RFP, Purchase Orders, Work Orders, Letter of Intents(LOIs) will be applicable to the selected Technology partner on back to back basis for successful completion of the project.

3. General Commercial Conditions

3.1 The PARTNER shall enter into an Agreement with ITI to enable ITI for the manufacturing and assembling of the product.

3.2 The PARTNER shall provide comprehensive support to ITI for the installation, commissioning, warranty and post warranty servicing of the product.

3.3 The PARTNER shall support ITI in tenders floated for the product, by meeting the technical conditions of the tender.

3.4 All The terms and conditions of RFP ITI/COR/PP/RFP/DMR/01 dated 09-03-2023 will be applicable to this agreement.

3.5 The process of Technology enablement should be completed within two months after signing the agreement and after issue of order for the Capex items.

3.6 The BOM/BOQ is to be provided by PARTNER as per the requirement received for new opportunities from time to time.

3.7 The PARTNER shall impart necessary training to ITI Engineers for undertaking manufacturing, testing, calibration, troubleshooting, installation acceptance testing including Pre- Despatch Inspection for successful commissioning at the premises designated by the customer. The Design/R&D issues however shall remain in the scope of the PARTNER only.

3.8 The Contract Agreement between ITI and PARTNER shall be signed by authorized signatories of ITI and the PARTNER, duly supported by Power of Attorney issued by respective parties in the name of these signatories.



3.9 A Performance Bank Guarantee (PBG) for Project rollout of 3% of the work order would be required to be submitted for the period of project execution, which would be released after rollout of the project and after receipt of payment from customer. Period of project execution will be considered up to obtaining the NOC (No Objection Certificate)/Commissioning Certificate from the customer. If PBG Validity is going to expire before obtaining NOC, it will be obligatory to vendor to extend the PBG validity Period accordingly The PBG will be encashed in case of the following events.

3.9.1 The manufactured product by ITI will not meet the quality specifications of the prototype and is rejected by BSNL/TEC authorities.

3.9.2 Manufacturing defect is attributed to the design of the product.

3.9.3 Technology partner fails to correct the failure of the manufactured product within the reasonable time as per the requirements of the customer/BSNL.

3.10 The mode of delivery will of CBU will be decided after Purchase Order from BSNL is received. Packaging of CBU units will be in pallet form.

4. SPECIAL CONDITIONS

4.1 The Transfer of Technology for manufacturing **Digital Microwave System** Systems shall be non-exclusive to ITI and ITI will also be free to take the similar technology from other Technology Partner in future if required.

4.2 The Technology Provider , in addition to technology enablement, should be doing hand holding in leveraging its resources to streamline the procurement and testing of microwave Radio System and shall supply the initial lot of microwave Radio for the customer tender, as per ITI's need to service its customer.

4.3 In case any PARTNER 's statement is found false and misleading, the barring process against such defaulting PARTNER shall be initiated by ITI and the next eligible PARTNER shall be selected to go ahead in the process of proving technical compliance and competence to the required Digital Microwave System standards and specifications.

4.4 The PARTNER should liaison with BSNL, TEC and other potential customers for resolution of issues.

4.5 The bidder should provide a comprehensive list of test equipment required to test the CBUs product at ITI Premises and also their tentative costing.



5. METHODOLOGY

5.1 This Agreement specifies how the work to achieve the above purpose will be conducted, the mutual objectives of the Parties be attained and their respective responsibilities be discharged.

5.2 This Agreement along with various Addendums with applicable Schedules, shall be construed as the full Agreement between the ITI and the Partner.

5.3 Headings included in this Agreement are for convenience only and are not to be used to interpret the agreement between the Parties.

5.4 The failure of either Party to enforce at any time any of the provisions hereof shall not be construed to be a waiver of the right of such Party thereafter to enforce any such provisions.

5.5 This Agreement may be modified only by a writing signed by each Party.

6. INDEMNIFICATION

Each Party shall retain exclusive responsibility for its obligations under this Agreement.

6.1 Subject to the limitations set forth herein below, Partner shall indemnify the ITI with respect to any claim, suit or proceeding (each, a "Claim") brought against ITI to the extent it is based upon a claim that any Licensed Product sold pursuant to this Agreement. However, ITI shall provide the assistance and full cooperation for the defense of same, and, settlement of such Claim.

6.2 This Section represents remedy of ITI and the entire liability and obligation of Partner with respect to infringement or claims of infringement of any intellectual property right by the Licensed Products.

7. LIMITATION OF LIABILITY

7.1 PARTNER shall be liable to ITI or any End User or Third Party for any special, incidental, indirect, punitive or consequential damages, including loss of goodwill, costs of procurement of substitute components/goods/services, or any other pecuniary loss, arising in any way under this Agreement or from defects in or use of the Licensed Products and under any theory of liability. ITI liability will be limited to the extent of the commission it receives.

8. CONFIDENTIALITY

8.1 The Parties undertake to treat all information herein and all discussions relating to this MoU as strictly confidential information and neither Party directly or



indirectly disclose such information to any third party for any purpose whatsoever without the prior written consent of the other Party.

8.2 Except where required by law to do so, each Party will refrain from disclosing to any Third Party any information obtained from the other Party concerning the other Party's operations, business plans or other Proprietary or Confidential information which the other Party has designated as confidential, all such information to be termed Confidential Information.

8.3 For this purpose, the party owning rights in or disclosing Confidential Information is termed the "Discloser", and the party receiving such information is termed the "Recipient".

8.4 The confidential and proprietary information of Discloser provided to the Recipient under this Agreement must be utilized only for the purpose of the Agreement. All the information furnished including product information and know-how of the Discloser must not be used in any manner outside the scope or beyond the term of this Agreement.

8.5 The Parties shall also sign the confidentiality and non-disclosure agreement attached as Annexure VIII.

9. COMPLIANCE

9.1 The PARTNER shall ensure that the Agreement is complied with both, in letter and spirit, and if any situation arises where this Agreement is silent on a particular issue, decision of the ITI shall be final and binding upon the PARTNER.

9.2 The PARTNER shall not, at any time hereafter, deny or dispute the legality, validity or enforceability of this Agreement or any of its obligations prescribed herein.

10. TERM AND TERMINATION

10.1 Either Party may terminate this Agreement and/or an applicable Addendum: (1) on thirty (30) days' written notice, for breach of Agreement, unless such breach is corrected within a cure period of thirty (30) days by the other Party; or (2) immediately if the other Party shall cease conducting business in the normal course, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets, or shall avail itself of or become subject to any proceeding of bankruptcy or any other statute relating to insolvency or the protection of rights and creditors.

10.2 Failure on part of either Party to notify the other Party of a breach of this Agreement, or to terminate this Agreement, or recover damages because of such breach, shall not constitute a condonation of the breach to terminate this Agreement or recover damages, in accordance with the provisions herein contained.

10.3 The PARTNER acknowledges that any breach of this Agreement would cause irreparable harm and significant injury to the ITI and lead to termination of the Agreement. The PARTNER further understands that compensation for such injuries



are immense but difficult to ascertain and determine legally, hence the same is to be mutually agreed between the ITI and the PARTNER. In case the Parties fail to reach a mutually agreed compensation, then either Party can refer it for dispute resolution. Notwithstanding the above, the PARTNER agrees that the ITI shall have the right to seek and obtain immediate injunctive relief from a court of competent jurisdiction.

10.4 Termination of this Agreement shall not release the Parties from their obligations and liabilities, which have accrued up to the termination and later on, as a consequence thereof.

10.5 Specific provisions for the PARTNER's obligations towards including but not limited to Confidentiality, Indemnification, Payment, Intellectual Property Rights, and the ITI's obligations towards Limitation of Liability, shall survive the expiration or prior termination of this Agreement. However, any other provisions that are by their sense or nature or context, like dispute resolution, intended to survive termination of this Agreement shall so survive.

10.6 This Agreement shall remain effective for a period of _____ from the Effective Date of signing by both the Parties. However, before expiry of this period, this Agreement may be renewed for an extended period subject to prior mutual written agreement of both the Parties.

10.7 Nothing in this Clause shall annul or abridge other rights and remedies of the Parties under this Agreement, and under the Law.

11. AMENDMENTS

This Agreement may only be amended in writing with the mutual consent of authorised representatives of the Parties.

12. ASSIGNABILITY

12.1 The provisions of this Agreement shall inure to the benefit of and be binding upon the Parties hereto, their successors in interest and permitted assigns. Partner cannot assign this Agreement without the express written consent of the ITI.

12.2 In the event of assignment by either Party of this Agreement, the assigning Party shall notify the other Party in writing of the assignment and the Third Party to whom rights are to be assigned shall separately and in writing confirm to the other Party that the Third Party understands and accepts all terms and provisions of the Agreement including assuming all payment obligations. Assignment of the Agreement shall not be effected until the other Party receives both, the notification from the assigning Party and the confirmation from the Third Party.

12.3 Notwithstanding anything to the contrary in this Agreement, in no event shall any such assignment result in an expansion of the scope of the licenses granted under this Agreement and its Addendum with applicable Schedules.

13. WAIVER



13.1 Progress of the work under this Agreement shall be reviewed by the ITI from time to time.

13.2 The failure of ITI to insist upon strict compliance with any of the terms or conditions of this Agreement by the ITI shall not be deemed as a waiver of such terms and conditions by the ITI, nor shall waiver of any right at any one or more times be deemed a waiver or condonation of liability of the PARTNER at any time.

14. GOVERNING LAW

This Agreement shall be governed by, interpreted and construed in all respects in accordance with the laws of India.

15. FORCE MAJEURE

15.1 Each Party shall be excused from the punctual performance of any of its obligations under the Agreement and such obligations shall be extended for a period reasonable under the circumstances if the performance is prevented or delayed by any existing or future cause beyond such Party's reasonable control which, without in any way limiting the generality of the foregoing, shall include acts of God, riots, wars, accidents, epidemic, pandemic, industrial disputes, embargo or requisition (acts of government), including non-availability of an export license or visa and permits for a Party's personnel, any change in Government policies adversely affecting the performance of a Party, or delays in the performance of its sub-contractors caused by any such circumstances as referred to in this clause ("Force Majeure"). In case of Force Majeure, the affected Party shall promptly notify the other Party in writing but not later than 14 days of occurrence of Force Majeure event and furnish it with all relevant information thereto.

15.2 The right of relief shall apply irrespective of whether the cause of prevention or delay occur before or after the agreed due time for such obligations. In such event, the non-performing Party shall use best efforts to recommence performance or observance of the obligation(s) so affected based on mutual agreement between the Parties.

15.3 As of the date of the Definitive Agreement, the Parties acknowledge that the potential development, scope and impact caused by or related to COVID-19 is unpredictable and may affect the performance of obligations hereunder. Therefore, the Parties hereby acknowledge that any delay or failure in the performance of their respective obligations that is directly caused by or directly results from COVID-19 shall constitute a force majeure condition, and the Parties hereby reserve their respective rights under this clause, with respect thereto. Such situations may include but are not limited to Ericsson's inability to source or deliver required materials or in the event of material cost increasing unreasonably due or related to COVID-19.

16. PAYMENT

16.1 The payment term should be only on Back to Back basis and Payments will be made only upon receipt of payment from the beneficiary/BSNL.



16.2 Technology Partner should not hold only ITI liable for the payments.

16.3 Both parties (Technology Partner and ITI) together shall make efforts (including taking legal action) for release of payments by the beneficiary/BSNL

17. NOTICES

Any notice permitted under this Agreement will be delivered to the following addresses by courier and/or registered mail:

To ITI Limited:

To _____:

Such addresses for notice will remain in effect until written notice to the contrary is given to the other Party.

18. ARBITRATION

18.1 In the event that any dispute between the Parties arising in connection with this Agreement cannot be resolved then either Party may refer such dispute to arbitration by a sole arbitrator, under the Indian Arbitration and Conciliation Act, 1996 by giving written notice (an "Arbitration Notice") to the other Party. The English language shall be used in all arbitral proceedings. The seat and place of arbitration shall be Bangalore. The costs of arbitration shall be equally borne by the Parties.

18.2 This Agreement will be governed by the laws of India and the courts in Bangalore, Karnataka, India shall have the exclusive jurisdiction. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein and supersedes any other agreement or understanding, written or oral. Obligations which by their nature should survive the termination or expiration of this Agreement shall survive for a term of one year from the date of expiration/termination of the Agreement.

19. SEVERABILITY

If any provision or condition of this Agreement is prohibited or rendered invalid or unenforceable such prohibition, invalidity, or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Agreement.

20. GOVERNMENT IMMUNITY



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