

Expression of Interest (EOI)

For the Selection/empanelment of Partner for Technology Transfer to develop anti-jamming and spoofing GNSS solution enabled with RS Code of NavIC indigenously.

18 September 2025

Reference No: ITI/Defence/EOI/GNSS/2025-26/01

ITI LIMITED

Registered & Corporate Office

ITI Bhavan, Dooravaninagar

<u>Bengaluru - 560 016</u> CIN No: L32202KA1950GOI000640



M/s ITI Limited, India's first Public Sector Undertaking (PSU) established after independence, has been serving the telecommunication and strategic needs of the nation for the past 77 years. Operating under the administrative control of the Department of Telecommunications (DoT), Ministry of Communications, Government of India, ITI has successfully executed Pan-India communication projects for the Indian Army, Indian Air Force, ISRO, BSNL, and several other government organizations of national importance.

With state-of-the-art manufacturing facilities in Bengaluru, Naini, Rae Bareli, Mankapur, and Palakkad, supported by an advanced R&D Centre in Bengaluru and 11 Marketing, Services Project Centres (MSPs) across India, ITI Limited offers a diverse suite of ICT and defence-grade products. These include GPON, MLLN products, Wi-Fi access points, encryption solutions, optical fibre cables, smart meters, smart cards, solar panels, and customized turnkey telecom solutions. Notably, our encryption products have been a forte, with in-house R&D dedicated to meeting the evolving requirements of the Indian defence forces.

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

ITI has been Developing its own IRNSS having all the recent feature, still to address the tender, ITI is looking for Partner who will enable ITI with Technological details to "Develope anti-jamming and spoofing GNSS solution enabled with RS Code of NavIC indigenously" as per defined scope in the document and be part of the Make in India Initiatives.

In this regard, proposal is invited **under e-tender mode** from the bidders having proven technological capabilities including necessary certifications for "Developing anti-jamming and spoofing GNSS solution enabled with Restricted Services (RS) of NavIC indigenously" and enable ITI with technological detail to "Develope anti-jamming and spoofing GNSS solution enabled with RS Code of NavIC indigenously" as per terms & conditions enumerated below.

2. IMPORTANT DATES

Sl.No.	Activity	Schedule		
i	EOI Issue Date	18/09/2025		
ii	Bidders Query last Date	24/09/2025		
iii	Upload of Reply to Bidder's query	01/10/2025		
iv	Due Date & Time for Submission of Proposal through Uni Wizard	08/10/2025 at 3:00PM		
υ	Date & Time of opening of Proposals	08/10/2025 at 3:00PM		



3. PURPOSE

ITI intends to indigenously develop anti-jamming and spoofing GNSS solution enabled with RS Code of NavIC. Generic technical specifications as per Annexure-D" to participate & supply against upcoming & future Tenders/EOI/EOI of State/Central Govt. or other Organisations.

For Generic Technical Specification please refer to Annexure-D. Technical details are for reference purpose only as technical Elements and Specification will vary as per customer requirements.

The selected Partner, should be willing to provide ITI with technological details for manufacturing and servicing on exclusive basis to enable ITI as Class-I manufacturer of RS based GNSS Rx with minimum 50% value addition.

4. Function of RS Code in IRNSS Restricted Service:

- i. **Secure and Encrypted Navigation Signal.** The RS Code acts as an encrypted ranging code that ensures the positioning signal is accessible **only to authorized users**. This prevents unauthorized access, spoofing, or interference.
- ii. **Enhanced Accuracy.** The RS Code allows authorized users to get more **precise and reliable positioning information** than the Standard Positioning Service (SPS).
- iii. **Anti-Spoofing and Anti-Jamming.** The encrypted RS Code helps protect the navigation signals against spoofing (manipulated signals) and jamming (signal disruption) attempts, providing **secure and robust navigation** in critical applications like defence.
- iv. **Access Control.** Only users with proper encryption keys or receivers configured for the RS Code can decode the Restricted Service signal, ensuring **controlled access**.
- v. **Military and Strategic Use.** The RS Code supports **defence and strategic operations** by providing secure and resilient satellite navigation data.
- **5.** Technical Parameters of IRNSS RS Code (Restricted Service). The RS Code in IRNSS is an encrypted ranging code used for restricted, authorized access. It operates on the L1, L5 and S frequency bands for improved accuracy. The code uses Binary offset Carrier modulation to ensure robust and secure communication. Exact details like code length and encryption algorithms are classified for security reasons. Its main purpose is to provide secure, anti-jamming navigation for defence users.



6. Schedule of Requirement.

- i. Supply of GNSS receivers compatible with RS Code. ICD for RS will be provided by ITI Ltd.
- ii. Installation and integration with existing GNSS infrastructure.
- iii. Life time product support including Maintenance and other technical support.
- iv. Training session for authorized personnel on operation and security.

7. Eligibility Criteria for RS Code Access and Use.

- i. Must be a legally recognized entity authorized by the Indian government.
- ii. Should have prior experience in satellite navigation systems or secure communication.
- iii. Must comply with all relevant IT and defence security regulations.
- iv. Capability to manage encrypted data and maintain strict confidentiality.
- v. Must possess necessary technical infrastructure for installation and operation of RS Code-enabled devices.
- vi. Must have prior experience in manufacturing and supply of GNSS receiver for fight class of aircraft.
- vii. Must be ready to demonstrate capability of their existing Anti Jamming GNSS product as per above mentioned technical and functional requirements within seven days after responding to this EOI.
- **8.** <u>Financial Capacity.</u> The firm must be financially sound and capable of undertaking development of the antijamming and spoofing GNSS receiver.

9. Model of the selection of partner:

- 9.1 Technology Transfer Process will be completed in the form of Completely Build Unit (CBU), Semi Knock Down (SKD) and Completely Knocked Down(CKD). Commercials will be decided on case-to-case basis.
- 9.2 Technology enablement for manufacturing and servicing of GNSS Receiver shall be on Royalty Model.
- 9.3 Royalty will be applicable only under CKD phase.



10. Development Methodology. The RS Code has been developed to ensure encryption and anti-spoofing. It undergoes rigorous design and testing for robustness against jamming and interference. The development follows defence-grade standards with multiple layers of security checks. Implementation involves secure key management and controlled distribution. Continuous upgrades and audits are performed to maintain code integrity and security.

11. Documents/ Evidence Required.

- i. Non-disclosure agreements (NDAs) ensuring confidentiality.
- ii. Technical capability documentation demonstrating experience with secure navigation systems.
- iii. Infrastructure audit reports proving secure facilities and equipment.
- iv. Detailed project proposal or implementation plan.
- v. Periodic compliance and security audit reports.
- **12. Delivery Period.** The delivery period for RS Code-related equipment and services is typically 12 months from the date of contract award. It depends on the complexity of encryption integration and security clearances. Prioritization may be given to defence projects, possibly shortening the timeline. Installation and testing phases add additional time after delivery. Exact timelines are subject to government and security protocols.
- **13. Warranty Period.** The warranty period for RS Code-enabled equipment is typically **1 year** from the date of acceptance. It covers hardware defects and software malfunctions related to encryption and signal processing. During warranty, authorized support and updates are provided to ensure security and performance. Warranty terms comply with government and defence standards. Extended warranty options may be available based on contract terms.

14. General conditions of EOI

- a. This document is neither an offer letter nor a legal contract.
- b. All incidental expenditure incurred in preparation/ submission of the RFI shall be borne by the participating Parties.
- c. The Parties must ensure the ITI receives the Response at the correct address on or before the Deadline for Responses.
- d. After the Deadline for Responses, ITI will acknowledge receipt of the Response.
- e. The Parties must ensure that all information they provide to the Buyer:
 - i. is true, accurate and complete
 - ii. is not misleading in any material respect
 - iii. does not contain material that infringes a third party's intellectual property rights
- f. ITI may ask the parties for more information or clarification on the Response at any time during the EOI process.



Annexure - A

Sl. No.	Information sought	Reply
1	Name and address of the company	
2	Contact Details (Contact person name with designation, Telephone Number, FAX, E-mail and Web site)	
3	Area of business	
4	Average Annual Turnover for last 3 financial years (₹ in Cr)	
5	Net worth of the company for Previous financial year to be positive.	Y/N
6	Date of Incorporation	
7	Number of technical manpower in company's rolls	
8	Number of R&D engineers RS enabled GNSS Receiver technology	
9	Whether complying to the tentative technical specifications mentioned in Annexure-D	Y/N
10	OEM/ODM/representative of OEM/ODM	
11	Willingness for complete Technology Transfer of RS enabled GNSS Receiver on Royalty basis	Y/N
12	Whether firm's manufacturing unit is present in India? If Yes please provide the address	Y/N
13	Whether R&D unit is present in India? If Yes please provide the address	Y/N
14	Willingness to provide 3-5 RS enabled GNSS Receiver for PoC on mutually agreed terms in ITI, if required	Y/N
15	Experience details in supply of GNSS Receiver in last 3 years (Customer and Number of systems supplied)	
16	Whether IPR or copyright/License/Design of the GNSS Receiver are owned by the	Y/N



	Party/Registered in India?	
17	Whether complying to any certifications and approvals (TEC/IS/NABL) if yes specify the certifications and standards complied	Y/N
18	Details of Previous Technology project executed in the past	

Note: Please submit the signed copy of Annexure - B & Annexure - C along with Annexure- A.



Annexure B

Undertaking by Bidder

Place:	
Date:	
То:	
Bengaluru-560016	
Undertaking (To be submitted by all Bidders' on their letter head)	
We (bidder name), hereby undertake that-	
1. As on date of submission of tender, we are not blacklisted by the Ce	entral
Government / any of the State Governments / PSUs in India.	
2. We also undertake that, we are not involved in any legal case that may	affect
the solvency / existence of our firm or in any other way that may affect capa	bility
to provide / continue the services.	
Yours faithfully,	
Authorized Signatories	
(Name, Designation and Seal of the Company)	
Date	



Annexure C

Confidentiality / Non-Disclosure Agreement

This CONFIDENTIALITY AGREEMENT (the "Agreement") entered into on this _ day of 2023, and shall be deemed to have become in full force and effect from (the "Effective Date").
BY and between M/s a company incorporated under the provisions of the Companies Act, in force in India, having its registered office at (hereinafter referred to as "" or "Vendor" which expression shall, unless it be repugnant or contrary to the context or meaning thereof, mean and include its, successors and permitted assigns) of the ONE PART
AND
ITI Limited, a Government of India Undertaking having its registered and corporate office at ITI Bhavan, Doorvaninagar, Bengaluru – 560016 (hereinafter referred to as "ITI" which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and permitted assigns), of the OTHER PART:
and the ITI shall hereinafter jointly be referred to as "Parties" and individually as a "Party".
In this Agreement, " Affiliate " means any entity which from time to time Controls, is Controlled by or is under common Control with the relevant party or entity, where "Control" means having the ability (including, without limitation, by means of a majority of voting rights or the right to appoint or remove a majority of the board of directors) to control the management and policies of an entity. WHEREAS:-
i i. Vendor inter-alia is engaged in the business of providing IT related solutions & services to various business entities in India & abroad.
ii ii. ITI has agreed to disclose, transmit, receive, and/or exchange certain "confidential information" to cover the business transaction between

parties for the provision of services related to " ("the Purpose") as more particularly described in Purchase Order no , issued by ITI in favor of M/s.



NOW THIS AGREEMENT WITNESS:

1. Interpretation

In this Agreement "Confidential Information" means all information belonging to a Party that is or has been disclosed to one Party (the "Receiving Party") by the other Party (the "Disclosing Party") in connection with the business transacted/ to be transacted between the Parties. Confidential information shall also include any copy, abstract, extract, sample, note or module thereof. The Receiving Party may use the Confidential Information solely for and in connection with the business transacted/ to be transacted between the Parties. Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes or is in possession of the Receiving Party, legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

2. Confidentiality:

- 2.1 Except to the extent as agreed herein, the Receiving Party agrees to regard, preserve and keep as secret and confidential all Confidential Information of the Disclosing Party or its clients or any member of their group disclosed under this Agreement. In maintaining confidentiality hereunder the Receiving Party agrees and accepts that it shall not, either on its own account or jointly with or for any other person, firm, company or any other entity, without obtaining the written consent of the disclosing party.
- I. disclose, transmit, reproduce or make available any such Confidential Information to any person firm, company or any other entity other than its directors, partners, advisers, agents or employees, who need to know the same for the purpose of evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose aforesaid; or



II. use the Confidential Information for any purpose other than evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose for which it is disclosed; or

III. disclose, announce or otherwise publicize the existence of its association with the Disclosing Party or the existence of the project with the Disclosing Party or any other arrangement (existing or possible) between the disclosing party, its clients or itself in connection with any project/assignment; or

IV. use any such Confidential Information for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its clients or any member of their group or their projects.

2.2 The Receiving Party also agrees and accepts that it may endeavor:

I use at least the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential information of like importance and such degree of care shall be at least that which is reasonably calculated to prevent such inadvertent disclosure;



II keep the Confidential Information and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party; limit access to such Confidential Information to those of its (including its Affiliates") directors, partners, advisers, agents or employees who are directly involved in the

IV consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees so involved to protect the Confidential Information in the manner prescribed in this Agreement; and

V upon discovery of any disclosure or suspected disclosure of Confidential Information, to take reasonable effort to as per the circumstances, to inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information, in whatsoever form, including any and all copies thereof.

3. Return or destruction:

The Receiving Party may, upon completion of the purpose mentioned aforesaid or at any time on receipt of a written demand from the disclosing party: i) immediately return all written Confidential Information and all copies thereof provided to, or produced by, it or its advisers, as the case may be, which is in such party's possession or under its custody and control; ii) to the extent practicable, but without prejudice to the obligations of confidentiality herein, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the other party; iii) so far as it is practicable to do so (but, in any event, without prejudice to the obligations of confidentiality contained in this Agreement), immediately expunge any Confidential Information relating to the Disclosing Party or its clients or any member of their group or their projects from any computer, word processor or other device in its possession or under its custody and control.

4. Permitted disclosure:

The provisions of paragraph 2 shall not restrict any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the other party of such requirement with a view to providing the opportunity for the Provider to contest such disclosure or otherwise to agree the timing and content of such disclosure.



5. Ownership of Information:

Except to the extent as agreed herein, the Confidential Information and copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party or its clients and its disclosure shall not confer on the Receiving Party any rights (including any intellectual property rights) over the Confidential Information whatsoever beyond those contained in this Agreement.

6. No Representation:

Neither the disclosure, transmission receipt or exchange of Confidential Information nor anything else in this Agreement will constitute an offer by or on behalf of the Disclosing Party or be construed as soliciting any business or organization changes or any assurance of any business commitment or an inducement to incur / undertake any obligations not specified herein and neither party will be under any obligation to accept any offer or proposal which may be made by the other or on behalf of such other party.

7. Remedies and Relief:

The parties hereto acknowledge that remedies at law may be inadequate to protect the Disclosing Party or its clients against any actual breach of this Agreement by the Receiving Party, and, without prejudice to any other right and remedies otherwise available to the Disclosing Party or its clients, the Receiving Party agrees that Disclosing Party has a right to seek injunctive relief in its favor upon proof of actual damage and upon establishment of the fact that such actual damage has taken place due to reasons directly attributable upon the Receiving Party. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or equity. Disclosing Party shall be entitled to recover its cost and fees, including Advocate's fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its cost and expenses including Advocate's fees.

8. No Assignment

This Agreement shall not be assigned by the successful bidder, by operation of law or otherwise, without the prior written consent of ITI. This Agreement shall inure to the benefit of and will be binding upon the parties "respective successors and permitted assigns.

9. Severability



In the event that any of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect by a Court of competent jurisdiction, the validity, legality, or enforceability of the remaining provisions contained in this agreement will not be in any way affected or impaired by such a finding.

10. Delay or Waiver

No delay or failure of either Party in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver or an expectation of non-enforcement of such right or any other rights hereunder. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

11. Notices

Notices as required by this Agreement shall be sent to the Parties at the addresses mentioned first herein above or such other addresses as the Parties may designate from time to time, and shall be sent by certified or registered mail with acknowledgement due on receipt.

12. Term

This Term shall commence from the Effective Date of bid submission and shall be valid for 6 months. Confidentiality obligations under this Agreement shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain, without breach of the agreement. Either Party may terminate this Agreement for breach, if the defaulting Party fails to rectify the breach within the one month notice period issued by the non-defaulting Party. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

13. Governing Law

The provisions of this Agreement shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of courts in Mumbai.



14. Indemnity

The Receiving Party agree to indemnify and hold harmless the Disclosures against all costs, liability, losses and claims incurred by the Disclosing Party as a result of a breach of this Agreement.

15. Modification

Modification to any of the provisions of this Agreement shall be void unless it is writing and duly executed by Parties.

16. Headings

The headings given herein above are for ease of reference only and shall not attach or have any effect/ meaning whatsoever contrary to what is stated in the agreement.

17. Review of Contract and performance

ITI shall have the right of periodical /yearly review of the performance of the successful bidder with regard to upgradation of processors, memory and storage space and maintenance support under the contract which would be basis of continuation or termination of the same. ITI shall also have the right to review, either itself or through another agency as it may deem fit, the financial and operating performance of the bidder in order to assess the ability of the bidder to continue to meet its outsourcing/contractual obligations.

18. Proprietary Rights:

The entire product mentioned and produced under the provisions of this EOI shall be the property of ITI and the collaborating partner. All information processed, stored, or transmitted by successful Bidder belongs to the ITI. The Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately. Any information considered sensitive by the ITI must be protected by the successful Bidder from unauthorized disclosure, modification or access. The ITI's decision will be final. The successful bidder will ensure strict compliance of all labour laws, insurance, minimum wages to the staff employed /deployed /engaged for the work assigned and the ITI will not be liable for any such persons/personnel of successful bidder and shall not be liable for any levies / penalties etc. that may be imposed by the authorities concerned for their



action/inaction. There shall be no employer employee relationship whatsoever between the ITI and the successful bidder /their employees and the bidder or his employees, staff, agents will not be entitled to any employment with ITI. In the event of any demand/fines/penalty made by any of the authorities on ITI in respect of the conduct/actions taken by the bidder/their employees/labourers, the ITI will be entitled to recover the said amounts from the bills / amount payable or from the performance guarantee and also take appropriate action against said persons of bidder/bidder for their misconduct, if any.

19. Counterparts

This Agreement has been signed in duplicate, each of which shall be deemed to be an original. The exchange of a fully executed Agreement (in counterparts or otherwise) by fax shall be sufficient to bind the parties to the terms and conditions of this Agreement.

IN	WITNESS	WHERE	EOF THI	E PARTIES	HERETO	HAVE	CAUSED	THIS
AG	REEMENT	TO	BE	EXECUTED	BY	THEIR	AUTHOR	RIZED
RE	PRESENTA	TIVES C	N THIS	DAY	OF	2023	3	
Sig	ned and de	livered b	y Signed	l and delive	red by			
M/	s				ITI LTD			
Signed by:			Signed by:					
Name			. Name					
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15. Instructions for Submitting Proposal Towards EOI

- 13.1 The Bidding would be subjected to an On-line / e-Tendering process. The prospective Bidders are requested to go through https://itilimited.ewizard.in/ to understand the entire e-Tendering Process and follow the Registration and Bidding Process on https://itilimited.ewizard.in/ as defined in the document. In case of any clarifications on e-tender portal, bidders may contact the portal helpdesk of https://itilimited.ewizard.in/
- 13.2 The Technical Bid shall be uploaded in e-procurement site of ITI Limited (https://itilimited.ewizard.in/). For submission of online bid and procedure to be followed, visit https://itilimited.ewizard.in/.
- 13.3 ITI's Tender document can be downloaded from ITI web site www.itiltd.in or CPP portal www.eprocure.gov.in. For uploading the bid proposal, all bidders have to register in our eProcurement portal (https://itilimited.ewizard.in/). When submitting the bid please state the tender ID.
- 13.4 Any clarifications regarding the tender can be obtained from CGM-Defence, SCOPE Complex, 7-Lodhi Road, New Delhi-110003 Mobile#
- 13.5 Technical bids will be opened at 3:30 PM on 08/10/2025.
- 13.6 All the bids will be scrutinized for turnover, experience, and compliance to the EOI terms & conditions.
- 13.7 Bid offered should be valid for a period of 180 Days from the date of opening of EOI response.
- 13.8 Conditional offers are liable for rejection.
- 13.9 The bidder to indemnify ITI LTD from any claims / penalties / statuary charges, liquidated damages, with legal expenses etc as charged by the customer.
- 13.10 In the event that ITI LTD is required to provide demonstration or working of the product to their buyers, the same shall be arranged by the bidder at latter's cost and expenditure.
- 13.11 ITI LTD reserves the right to suspend or cancel the EOI 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.
- 13.12 Bidders, whose Purchase Order(s) for any Project of ITI LTD was/were cancelled on risk & cost basis for nonperformance or non-submission



of performance guarantee in last 2 years, are not eligible to participate in this tender.

- 13.13 Cost of EOI: The bidder shall bear all costs associated with the preparation and submission of his offer against this EOI, including cost of presentation for the purposes of clarification of the offer, if so desired by ITI LTD. ITI LTD will, in no case be responsible or liable for those costs, regardless of the conduct or outcome of the EOI process.
- 13.14 Amendment of EOI: At any time prior to the last date for receipt of offers, ITI LTD, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI document by an amendment. In order to provide prospective bidder reasonable time in which to take the amendment into account in preparing their offers, ITI LTD may, at their discretion, extend the last date for the receipt of offers and/or make other changes in the requirements set out in the Invitation for EOI.
- 13.15 ITI LTD will not consider any or all of the bids if they are not meeting EOI requirements.
- 13.16 ITI LTD may at its discretion reject any offers received for selection without assigning any reasons.

16. Other Terms and conditions:

14.1 Confidentiality

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

14.2 Transparency

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



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

14.3 **Indemnity:**

Bidder to indemnify ITI LTD from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer. LD/ Penalties incurred on account of delay in supply, product failure during warranty if any and deficiency in Warranty and AMC services shall be borne by the bidder.

14.4 **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.

14.5 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.

14.6 **Arbitration:**

- 14.6.1 In case amicable settlement is not reached in the event of any dispute of difference arising out of the execution of the contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the bidder in any manner touching upon the contract, such dispute or difference shall (Except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by ITI LTD.
- 14.6.2 The award of the arbitrator shall be binding upon the parties to the dispute.
- 14.6.3 Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 or statutory modifications or re-



- enactments thereof and the rules made there under and for the time being in force shall apply to arbitration proceedings under this clause. The cost of arbitration shall be borne equally by both the parties.
- 14.6.4 Work under the contract shall be continued during the arbitration proceedings.
- 14.6.5 Failure to comply with any of the above conditions can result in termination of the contract, forfeiture of the security deposit, penalty as may be decided by ITI LTD and future blacklisting of the bidder.
- 14.6.6 The arbitration location will be at Bengaluru
- 14.7 **Set Off:** Any Sum of money due and payable to the bidder under this customer PO may be appropriated by the ITI LTD or any other person contracting through the ITI LTD and set off the same against any claim of the ITI LTD for payment of a sum of money arising out of this EOI or under any other EOI/contract made by the bidder with the customer.
- 14.8 The interested bidder may like to discuss the customer tender related information, EOI Bidding Conditions, Bidding Process and clarifications, if any with the General Manager – Products & Technology
- 14.9 **Language of offers:** The offers prepared by the Company and all the correspondences and documents relating to the offers exchanged by the companies shall be written in English language.
- 14.10 Liquidated Damage (LD) may be included, i.e if any imposed on ITI for the reasons related to the bidder consortium shall be carry forwarded to bidder consortium
- 14.11 In the event that ITI LTD is required to provide demonstration or working of the product to their buyers, the same shall be arranged by the bidder at latter's cost and expenditure.

14.12 TERMINATION FOR DEFAULT:

Any of the following events shall constitute an event of default by the bidder entitling the Competent Authority to terminate the contract.

- If the bidder fails to perform any obligation(s) under the Contract
- If bidder, does not remedy his failure within a period of 30 days (or such longer period as the ITI LTD may authorize in writing) after receipt of the default notice from the ITI LTD



• If selected bidder fails to fulfill its part of the work to the satisfaction of ITI LTD, then ITI LTD shall have the right to terminate the contract.

The contract shall not be terminated for failure to discharge responsibilities due to force majeure situations or failure by ITI LTD to meet conditions precedent.

14.13 FORCE MAJEURE:

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lockouts or act of God(Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by the either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this and contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the ITI LTD as to whether the deliveries have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at its option terminate the contract.

14.14 TERMINATION FOR INSOLVENCY:

ITI LTD may at any time terminate the contract by giving written notice to the bidder, without compensation if the bidder becomes unwilling, bankrupt or otherwise insolvent

- **14.15 ITI's Right to accept any bid and to reject any or All Bids or to cancel the EOI:** ITI LTD reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of ITI's action.
- 14.16 **Disclaimer:** ITI LTD and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because



of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of ITI LTD and/or any of its officers, employees.



Technical Parameters of NavIC RS Code (Restricted Service)

Parameter	Description			
Type of Code	Encrypted ranging code (pseudo-random noise code, PRN)			
Code Length	Proprietary / classified (not publicly disclosed)			
Code Rate	Typically, higher than Standard Positioning Service (SPS) codes, for better accuracy and security			
Modulation Scheme	Binary Offset Carrier			
Signal Bands	L1, L5 and/or S bands			
Access	Authorized users only (defense, government agencies)			
Purpose	Secure ranging and navigation with anti-jamming/spoofing capability			