



**Notice Inviting Expression of Interest (EoI) for
selection of
Technology Partners with Proven Products
for Mass Manufacture at ITI Ltd**

EoI reference no. ITI/COR/P&T/Open/EOI/2026

7 October 2026

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

Website: www.itiltd.in

NOTICE FOR EXPRESSION OF INTEREST **(EoI reference no. ITI/COR/P&T/Open/EOI/2026)**

1. Introduction

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

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

ITI Limited invites proven technology/product companies to partner with ITI by leveraging its established manufacturing infrastructure for bulk production through mutually agreed TOT (3M – Manufacture, Maintain and Market), for indigenous manufacturing, localisation and commercialisation.

2. Necessity of the EoI

ITI Limited, invites open ended **Expression of Interest (EOI)** from established and reputed **Original Equipment Manufacturers (OEMs), Original Design Manufacturers (ODMs) Product Technology Companies, Start-ups, MSMEs and other eligible organisations** for empanelment as **Technology & Manufacturing Partners** of ITI Ltd.

The initiative is also intended to promote **Make in India, Atmanirbhar Bharat, indigenous manufacturing, import substitution and domestic value addition.**

The proposed partnership is intended to leverage the **existing manufacturing infrastructure, plant & machinery, production facilities, technical manpower, testing facilities, manufacturing expertise and associated capabilities of ITI Limited** for:

1. **Bulk/volume manufacturing of proven and commercially viable products** of the Technology Partner; and/or
2. **Transfer of Technology limited to Manufacture and Maintenance of Proven Products and/or**
3. **Technology licensing/transfer coupled with manufacturing and joint business development;** and/or
4. Other mutually agreed technology and manufacturing partnership models.

ITI intends to establish a long-term ecosystem of Technology Partners whose products and technologies have demonstrable market potential and can be manufactured at scale by leveraging ITI's existing infrastructure.

3. IMPORTANT DATES:

<u>S.No.</u>	<u>Activity</u>	<u>Schedule</u>
i.	EoI Issue Date	07.10.2026
ii.	Due Date for EOI Submission	
iii.	Pre Empanelment Queries	Can be sent by email
iv.	ITI LIMITED Contact Person	Assistant Manager – P&T, Corporate Office, ITI Bhavan ITI Limited, Corporate Marketing, Dooravaninagar, Bengaluru– 560016, Email- umesh_crp@itilttd.co.in Mob:- 8793287247
v.	Mode of Submission	Soft copy by email to the mail ids: pp_crp@itilttd.co.in , umesh_crp@itilttd.co.in

4. OBJECTIVES OF THE EOI

The principal objectives are:

4.1 Utilisation of Manufacturing Infrastructure

To optimally utilise ITI's existing manufacturing infrastructure, machinery, facilities and technical resources for commercially viable manufacturing activities.

4.2 Bulk Manufacturing

To undertake **medium- and large-volume manufacturing** of proven products developed by Technology Partners.

4.3 Technology Transfer

To facilitate transfer of proven technologies to ITI for indigenous manufacture

4.4 Business Agreement

To sign tender specific business agreement, based on customer specifications, requirements, quantity and work share between the ToT partner and ITI Ltd, on mutually agreed terms.

4.4 Product Localisation

To progressively increase domestic value addition through localisation of components, manufacturing processes and technical know-how.

4.5 Market Expansion

To leverage ITI's established presence in Government, PSU, telecom, defence and strategic sectors for potential commercialisation of partner technologies/products, wherever mutually agreed.

4.6 Long-Term Strategic Partnership

To develop sustainable partnerships extending beyond individual purchase orders and enabling long-term manufacturing, technology licensing and business opportunities.

5. SCOPE OF PARTNERSHIP

The empanelled **Technology & Manufacturing Partners** may engage with ITI under one or more of the following activities:

1. Bulk/volume manufacturing of proven and commercially viable products of the Technology Partner which may include PCB/PCBA assembly, Sub-assembly, Product integration , Testing, Quality Assurance, After sales support etc. ; and/or
2. Transfer of proven technologies to ITI Limited for indigenous manufacturing and commercialisation; and/or
3. Technology licensing/transfer to ITI on an exclusive, non-exclusive or territory/product-specific basis, as mutually agreed coupled with manufacturing and joint business development; and/or
4. Other mutually agreed technology and manufacturing partnership models.
5. Joint Product Development/Customisation by ITI and the Technology Partner to jointly undertake product modification, localisation or customisation to meet specific Indian/Government/defence/commercial requirements
6. Joint Business Development between ITI and the Technology Partner to explore and pursue business opportunities arising from the products/technologies.

The Technology Partner should either be a OEM/ODM of such systems or their authorized partner with due authorization from the back-end technology partner to sign this EoI with ITI Ltd.

The strategic alliance between ITI and the Partner shall be for a period of minimum five years or as per defined period in the agreement. The Agreement will be extended further on mutual consent.

5. ELIGIBLE PRODUCT CATEGORIES

ITI is interested in proven products and technologies in broad areas including, but not limited to:

- Telecom & Networking
- IT & Security Products
- Electronics & IT Hardware
- Defence & Strategic Electronics
- Smart Infrastructure
- Other Emerging Technologies
- EV & Green Energy - Future Business
- HCRR

The above list of areas is indicative and not exhaustive and any other proven and commercially viable product/technologies as per the market demand can also be considered under the scope of this EoI. The details of few identified products under these categories are listed in Annexure IV.

Applicants should preferably demonstrate one or more of the following to justify the Product/Technology as proven & commercially viable:

- Product ownership and commercially viable;
- Successful field deployment;
- Existing customer base;
- Completed product prototype development and validation;
- Type approval/certification, wherever applicable;
- Existing purchase orders;
- Demonstrable sales history;
- Proven manufacturing process;
- Successful deployment in Government/PSU/defence/commercial sectors;
- Export deployments;
- Readiness for immediate or near-term bulk production.

Products at prototype/concept stage may also be considered only where ITI determines that the technology has significant strategic or commercial potential.

6. TECHNOLOGY TRANSFER

- 6.1 The Technology Partner, should be ready to transfer their proven technology to ITI and sign a ToT, limited for Joint Manufacturing, Maintenance and Marketing (ToT-3M) for mass manufacturing of
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product, on non-exclusive basis, thereby increasing the Local content to be as a Class-I or Class-2 product .

- 6.2 Technology transfer may include Process documentation, Manufacturing know-how, manufacturing drawings, Detailed Bill of Materials, tooling information, Software/firmware, as applicable, testing methodology, Quality standards and technical support, training of ITI personnel etc.
- 6.3 The ToT Agreement with ITI Ltd, shall include hardware manufacturing, software reloading, 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 for the entire product life cycle.
- 6.4 The Technology partner should be willing to support ITI during the entire Product life cycle of Manufacturing , Product Demonstrations, Maintenance etc.
- 6.5 Customer specific customization of hardware, software and security updates will be undertaken by the Technology Partner, during the entire product life cycle.
- 6.6 It may be noted that the following will remain integral part of the Technology Partner and will not be claimed by ITI Ltd:-

- **Intellectual Property (IP)** Rights for the products identified for ToT
- **Software Source Code.** ITI Ltd may require executable code for the product being manufactured, so that software reloading facilities are enabled at ITI Ltd, during manufacture as well as entire life cycle of the product.
- Few mutually identified 'product specific' proprietary modules (hardware & software) may be listed by the Technology Partner.

However, The ToT (3M) process would be made in a Phased manner as:

- **CBU (Completely Built Unit)** for initial few units, to facilitate better product orientation, training, product demonstrations, product certifications and participation in POC trials, expos & customer demos, with a view to avail business opportunities.
 - **SKD (Semi Knocked Down)** manufacture involving assembly of modules & sub-systems for medium order quantities. SKD model
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will be used for medium order quantities and to start the manufacturing & testing process in a phased manner

- **CKD (Completely Knocked Down)** manufacture model, having the better control over system hardware up to component level sourcing etc. and preferred for larger order quantities. In case of CKD stage, ITI shall be solely responsible for procuring the materials as per BOM requirement for manufacturing and the Partner has to provide the detailed Gerber Files, Technical specifications, drawings, Bill of Materials (BoM) etc. for all the components being sourced as per Purchase Manual of ITI Ltd. Partner shall also extend the technical support for using the equivalent items compatible to the BOM items

6.7 **ToT is planned to be signed in 2 Stages:**

Stage: 1

- The ToT will be signed as a non-commercial agreement to be signed between ITI Ltd and Technology Partner, with the willingness to support ITI in undertaking the mass manufacture using EMS (Electronic Manufacturing System) infrastructure at ITI Ltd.
- Upon signing of the ToT (3M) between the Technology Partner and ITI Ltd for Joint Manufacturing Efforts, an appropriate Manufacturing Plant of ITI Ltd, will be designated as the Lead Plant for the manufacturing of the specific Product identified with the Technology Partner. The Technology Partner and the specific Manufacturing Plant would mutually discuss and finalize the roles and responsibilities in undertaking the manufacturing the Product, getting product certification on the name of ITI Ltd, making joint efforts to avail business opportunities.
- There could be multiple Technology Partner for same product with ITI Ltd. A single Technology Partner with multiple products may be assigned to multiple-product-specific Lead-Manufacturing Plants also.

Stage: 2

In order to address customer specific Tender, the designated Manufacturing Plant would sign a separate Business Agreement with the identified Technology Partner, based on the following criteria: -

- (i) Jointly Manufactured Product meeting customer specifications
- (ii) Maximization of Workshare for ToT (3M) between ITI Ltd and ToT Partner
- (iii) Tender winning strategy and financial considerations including financial share between ITI Ltd and Tech Partner for supply and Life Cycle Support.
- (iv) Such business agreement between ITI Ltd and the ToT (3M) partner will have validity well beyond the tender specific 'product life-cycle support' period.

- 6.8 The Technology Partner has to take the responsibility of required customisations, to ensure the compliance of the product to applicable Indian Standard specifications or any other standards, as required by the customers.
- 6.9 The Technology Partner has to support ITI in getting the applicable certifications like Type Approval Certificate (TAC), MTCET, TSEC, other product certifications from NABL/International accredited agencies, TEPC certificate, Physical standard like IP68 under Mil standard (MIL-STD) , Mil grade for software / for encryptions and any other certification as required by the customers in the name of ITI. The cost of product certification in the name of ITI will be borne by ITI Ltd.
- 6.10 The Technology Partner has to provide few sample of Telecom and IT Equipment on NCNC (No cost No commitment) to ITI on returnable basis, if it is required for PoC testing and giving demo to the customer for availing business opportunities or Quality Certification etc.
- 6.11 The Technology Partner must assist ITI in setting up/upgrading the production lines and give necessary Technical Support for the smooth and efficient Production, Testing and repair of Equipment so as to enable progressive manufacturing by ITI to add value addition in the product.
- 6.12 The Technology Partner shall provide all the upgrades for the offered product during the contract period to meet the applicable prevailing standards /customer requirements and to overcome any obsolescence.
- 6.13 The Technology Partner shall depute experienced technical personnel initially to streamline the manufacturing process, so that reliable consistent products are rolled-out. Thereafter, the involvement could be minimal on need basis, to resolve the technical issues as part of Quality Improvement Efforts or Root Cause Analysis.
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6. ELIGIBILITY CRITERIA

A	Essential Eligibility Criteria for the Applicants	
	<i>Pre-Qualifying Criteria</i>	<i>Compliance Document</i>
i.	i. The Bidder should be a company registered in India having its office in India and incorporated under the Indian Companies Act, 1956/2013 and should be existent at least three years (from the date of releasing this EOI). ii. The bidder shall hold valid GST and a PAN card.	i. Following documents shall be submitted: a. Copy of Certification of Incorporation, Memorandum of Association (MoA) and Articles of Association (AoA)/ registration certificate with LLP agreement b. Copy of PAN card c. Copy of GST Registration
ii.	Bidder / Technology Partner (who authorises the Bidder to respond to this EoI) should have the ownership of a Proven Product , should possess valid rights to the proposed technology/product and shall be willing to transfer the technology to ITI	<i>A Self-Declaration of product ownership and Technology Transfer consent from the original technology partner to be provided.</i> In case of authorized partner, MAF from the back-end technology partner to be submitted Any Documentary evidence related to Proven Product, as mentioned at Clause 5 last Para above also may be submitted.

iii.	The Bidder / Technology Partner (who authorises the Bidder to respond to this EoI) would be willing to utilise ITI's manufacturing infrastructure ,ready to provide technical support to ITI during technology absorption/manufacturing and obtaining the required Type Approval Certificate in ITI name or any other certification as required for the product	<i>Self-Declaration is to be submitted.</i>
v.	Bidder / Technology Partner (who authorises the Bidder to respond to this EoI) should have the technical capability and developed the product, obtained the required/applicable certifications and supplied at least 10 no's to any customers .	1. Documentary evidence for the supply of product (Customer POs and performance certificate along with contact no, email address of the customer) to prove experience to be submitted. 2. Copies of the product certifications available The Certificate of product need to be submitted.
vi	Bidder should have a minimum of 5 Crs cumulative annual turnover for last 3 financial years, that is, 2023-24 ,2024-25 and 2025-26.	Copies of Annual Turnover of the organization of Audited Annual Accounts duly certified by Chartered Accountant (with UDIN) or a practicing Chartered Accountant
vii.	The Bidder company should be net worth positive as on 31 st March during last financial years	Positive Net Worth Certificate with UDIN Number as on 31 st March of last financial year , issued by the Company's Auditors/ a practicing CA to be submitted

viii.	Technology Provider should have the sufficient Technical manpower for the Design and minimum Manufacturing facilities available in India.	Undertaking regarding the same to be submitted along with the bid along with details of Manufacturing facilities available
ix.	Bidder / Technology Partner (who authorises the Bidder to respond to this EoI) must confirm that there are no Patent / legal issues that might become hindrance as per Work Flow & Scope of EOI at any stage.	<i>Self-Undertaking would be required</i>
x.	The Bidder / Technology Partner (who authorises the Bidder to respond to this EoI) should commit to provide any software and hardware life cycle support to mitigate obsolescence and optimization efforts to make it market competitive, as well as compliance to customer requirements.	<i>A Self-Declaration consent to be provided.</i>
xi.	Bidder / Technology Partner (who authorises the Bidder to respond to this EoI) shall submit self-declaration duly signed by the authorized signatory confirming they have not been blacklisted by any Central / State Government/Union Territories/PSUs in India as on the bid submission date	Self-certified letter of undertaking to this effect on company's letterhead signed by company's authorized signatory
Xii.	The IPR or copyright/License/Design of the product to be owned by the Bidder / Technology Partner. The Bidder / Technology Partner should have its own R&D set-up in India. Either, the Bidder should own IPR or the back-end Technology Partner owning the IPR, should authorise the Bidder of ITI Ltd, for signing ToT	<i>(i). Relevant documents to the ownership to be submitted. (ii) Bidder to provide an undertaking to apply for IPR (Intellectual Property Right) or Copyright / License/ Design for the offered product design in India. (iii).Details of R&D infrastructure including</i>

		<i>technical manpower resources to be submitted</i>
xiv.	The Bidder / Technology Partner shall be one of the manufacturers of products listed in Annexure-IV . Notwithstanding the above, for future orders, meeting the customer-specific requirements shall be a precondition for continuation of the collaboration for manufacturing of the offered products.	<i>A Compliance statement is needed.</i>
xv.	Responsibility of Technology Partner under CKD manufacturing is as below. The PARTNER shall provide requisite design details critical for mass manufacture and life-cycle diagnostics by ITI Ltd, for gainful utilisation of below listed infrastructure (including but not limited to) :- - SMT assembling using components supplied by suppliers - Bill of materials list along with technical specifications, part nos. and the OEM details - THT and manual assembling using component supplied by suppliers - Mechanical part assembling using component supplied by suppliers - PCBA testing - Plastic injection using materials supplied by suppliers - Product assembly - Product Calibration - Software flashing - Product Testing - Debugging of product - Printing & Sterilization - Packaging - QC Lab - Any other procedure which is required for manufacturing the offered product.	<i>A Compliance Statement is needed</i>

	Note: Investment in the Capex items will be based on the business viability and customer orders, solely at the discretion of ITI Ltd.	
xvi.	Orders issued by the Government of India restricting procurement from certain countries which shares a land border with India shall apply to this procurement. Any Bidder / Technology Partner, 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).	Bidder / Technology Partner sharing land border with India, which are not part of restricted countries shall provide the certificates of registration in this regard from DPIIT. Undertaking format is provided in Annexure –IX.
xvii.	The Bidder / Technology Partner (who authorises the Bidder to respond to this EoI) must have capability to produce the offered product in accordance with Industry Standards catering to different regions along the globe and relevant standards. The PARTNER has to provide software /firmware/ patches/software upgrades to ITI for the product as per customer order conditions during the pre-sales and post sales phases of the product to ascertain the compliance of the product with the standards and specifications, with no additional cost during the Product Life Cycle.	A Compliance Statement is needed
B	SPECIAL CONDITIONS	
i.	ITI will be selecting Technology Partners based on the eligibility conditions as per this EOI.	
ii	As per Govt. procurement policy for Micro and small Enterprises, 2012 (amended 2018 and 2021), Micro and Small Enterprises (MSEs) may be given relaxation in prior turnover and prior experience criteria during tender process, subject to meeting of Quality and Technical Specifications. MSE vendors who are registered under Ministry of Micro and Small Enterprises, Government of India shall submit all the relevant documents for claim of benefit extended to MSE. Also mention whether the MSE certificate is	

	issued for the relevant area pertaining to the terms of the EOI. The MSE who are authorized dealers/distributors are not eligible for availing the benefits extended to MSME's.
iii	Relaxation in prior turnover and prior experience to all Start-ups (whether MSEs or otherwise) will be provided subject to meeting of quality and technical specifications in accordance with the relevant provisions of GFR 2005. However, there may be circumstances like procurement of items related to public safety, health, critical security operations & equipment etc. Wherever adequate justification exists, this relaxation need not to be exercised.
C	Financial Bid – Not required at this stage Will be asked separately for each customer tender (depending on tender requirement of the customer)) from the empanelled/TOT list of partners and processed by designated Manufacturing Plant for finalising Tender Specific Business Agreement.

7. Other Points:

- A. The EoI is open ended , hence there is no last date for bid submission
- B. All the bids will be scrutinized as per eligibility conditions and compliance to the EOI terms & conditions. The technically qualified bidders will be empanelled for the offered Product/Technology and will be considered for the business opportunities that may arise
- C. Bid offered should be valid for a period of 180 Days from the date of opening of EOI response.
- D. The Bidders should give Clause by clause compliance (as per Annexure III) of EOI with references to supporting documents; otherwise the offers are liable for rejection.
- E. The bidder to indemnify ITI LIMITED from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc. as charged by the customer.

F. In the event that ITI LIMITED is required to provide demonstration or working of the product to their customers, the same shall be arranged by the bidder at latter's cost and expenditure.

G. ITI LIMITED 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.

9. INTELLECTUAL PROPERTY RIGHTS

All existing intellectual property rights of the Technology Partner shall remain with the Technology Partner unless otherwise agreed. Where technology is transferred/licensed to ITI, the rights and restrictions shall be clearly defined through a separate Technology Transfer Agreement/Technology Licensing Agreement.

10. CONFIDENTIALITY AND NON-DISCLOSURE

All technical, commercial and proprietary information exchanged during the EOI evaluation and subsequent discussions shall be treated as confidential. ITI may require empanelled applicants to execute a Non-Disclosure Agreement (NDA) before detailed technical information is exchanged.

11. EMPANELMENT

Successful applicants may be empanelled as Technology & Manufacturing Partners of ITI Limited for the identified product/technology an initial period of five years, or as per defined period in the agreement. The strategic alliance between ITI and the Partner shall be extended further on mutual consent.

Empanelment shall not constitute a commitment by ITI to place any minimum order or guarantee any business volume. Specific manufacturing/technology-transfer assignments shall be governed by separate agreements/work orders.

ITI may accord preference to proposals having:

- Proven products ready for bulk manufacturing;
- Substantial manufacturing volume;
- Existing customer orders;
- Government/PSU/defence applications;
- High domestic value addition;
- Import-substitution potential;
- Technology-transfer potential;
- Long-term manufacturing requirements;
- Export potential;
- Scope for progressive localisation.

12. EOI PROCESS FLOW

The indicative process shall be:

EOI Publication



Receipt of EOI Applications



Preliminary Scrutiny



Technical Evaluation



Product/Technology Presentation



Assessment of ITI Infrastructure Compatibility for manufacturing



Shortlisting/Empanelment



NDA/Technology Transfer Agreement/Manufacturing Agreement



Pilot Production



Commercial /Bulk Production

13. Authorized Signatory:

All certificates and documents received as part of the offer shall be signed by the Authorized Representative (signing is not mandatory for technical manuals). The power of authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder shall be submitted when demanded by ITI.

ITI 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.

14. 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

15. Transparency

All bidders 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, and equal opportunities in processes.

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

17. Amendment of EoI: At any time while the EoI is valid, ITI, may, for any reason, whether at its own initiative or in response to a clarification requested by a bidder, modify the EoI document by an amendment and the bidders shall see as to take the amendment into account in preparing his / her offer. The bidder shall be ready to give clarifications on any part of the offer to ITI.

18. 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.

19. TERMINATION FOR INSOLVENCY:

ITI LIMITED 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

20. 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 LIMITED may authorize in writing) after receipt of the default notice from the ITI LIMITED
- If selected bidder fails to fulfil its part of the work to the satisfaction of ITI LIMITED, then ITI LIMITED 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 LIMITED to meet conditions precedent.

21.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.

22. 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.

23. Dispute Resolution:

The Parties shall make reasonable and good faith efforts to resolve amicably any dispute, controversy, difference or claim arising out of or relating to this EOI, including any question regarding its existence, validity, interpretation, performance, breach or termination. In the event that any dispute is not resolved through mutual discussions within thirty (30) days from the date on which one Party gives written notice of the dispute to the other Party, the dispute shall be referred to mediation in accordance with the provisions of the Mediation Act, 2023 and the rules/procedure of a mutually agreed mediation institution. The mediator shall be appointed by mutual written agreement of the Parties within fifteen (15) days from the date of referral to mediation. The mediation shall be conducted in English, and the venue of mediation shall be Bengaluru, Karnataka, unless otherwise mutually agreed in writing. The mediation proceedings shall be conducted on a confidential and without-prejudice basis. Each Party shall bear its own legal and professional costs and the fees and expenses of the mediator/mediation institution shall be shared equally by the Parties, unless otherwise mutually agreed. The mediation shall be completed, as far as practicable, within forty-five (45) days from the appointment of the mediator, unless the Parties mutually agree in writing to extend the period. Any settlement reached through mediation shall be reduced to writing and signed by the authorised representatives of both Parties and shall have such legal effect and enforceability as provided under the Mediation Act, 2023. If the dispute is not resolved through mediation within the aforesaid period, either Party shall be entitled to seek appropriate legal remedies before the competent courts at Bengaluru, Karnataka. For the avoidance of doubt, no dispute arising under or in connection with this EOI shall be referred to arbitration, and neither Party shall have any right to invoke arbitration under this Agreement. Nothing contained in this Clause shall prevent either Party from approaching a competent court at Bengaluru for urgent interim or injunctive relief, protection of intellectual property rights, preservation of confidential information or any other relief which cannot await completion of the mediation process.

Annexure-I

Undertakings (To be in Bidder's Letter Head)

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

1. We are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons; (including our Contractors/ subcontractors for any part of the contract):
 - (a) Do not stand declared ineligible/ blacklisted/ banned/ debarred by the Central Govt./ any State or UT Govt/ PSU/ organized sector in India to work with ITI as per this EOI and Customer Tender terms and conditions.
 - (b) Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.
2. We hereby declare that the information furnished in this EOI is true and correct to the best of our knowledge and belief.
3. We shall comply to all the terms and conditions of the EoI
4. We confirm that we possess the necessary rights/authorisation in respect of the product/technology proposed under this EOI and are willing to explore a strategic partnership with ITI Limited for bulk manufacturing and/or technology transfer on mutually agreed terms.
5. We understand that submission of this EOI and/or empanelment does not create any commitment on the part of ITI Limited to place any order or guarantee any minimum business.

6. We have adequate manpower with Technical qualifications, certifications and experience as may be required to provide TOT to ITI as well as to provide services/support to the customer as per their requirement
7. We shall support ITI for the Technology transfer and Manufacturing of the offered equipment, obtaining all the required certificates/approvals as per customer requirement, conducting PoC, warranty and Post warranty 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 during the contract period.
8. We undertake to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc. as charged by the customer.
9. We undertake that the hardware / software of the offered product 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.
10. We do also hereby irrevocably and unconditionally agree and undertake to save and keep ITI Ltd, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against ITI Ltd by whomsoever and all losses, damages, costs, charges and expenses arising out of non-compliance with or non-adherence to any statutory / regulatory requirements and / or any other law for the time being in force

Signature:

Name:

Designation of Authorized
Signatory:

Annexure-II**Bidders Profile**

1	Name and address of the company			
2	Contact Details of the Bidder (Contact person name with designation, Telephone Number, FAX, E- mail and Web site)			
3	Status of company: MSE / Non-MSE/Start-up			
4	Annual Turnover for 3 financial years (Rs in Lakhs)	2023-24	2024-25	2025-26
5	Net worth as on 31 st March during previous financial year	Year: Value:		
6	Date of Incorporation			
7	GST Registration number			
8	PAN Number			
9	CIN Number, if applicable			
10	Name of Product /Technology			
11	Ownership status of Product /Technology			
12	Details of IP/Patents			
13	Number of technical manpower in company's rolls			
14	Number of R&D engineers			

Annexure-III**CLAUSE WISE COMPLIANCE TO EOI**

Section Details		Clause Numbers	Compliance (YES/NO)	Documentary Reference, If any
Technical BID				

Note: Bidders are requested to comply every clause as per EOI, Corrigendum, Addenda which is published along with the EOI. The relevant supporting documents need to be referred with respective clauses mentioned.

(Signature and Stamp of the Bidder)

ANNEXURE-IV**LIST OF PROVEN PRODUCTS****➤ TELECOM - Core Business of ITI**

- 4G / 5G ORAN, Small Cell, Test & Measurement Equipment's
- Private 5G Solution
- GPON OLT & ONT / XGS-PON - Huge demand in BharatNet Phase-III
- WiFi 6 / WiFi 7 Access Points & Controller
- IP-MPLS Routers & L2/L3 Switches – Managed
- DWDM / OTN System
- 4G/5G FWA CPE - Indoor / Outdoor
- IoT Gateway & LoRaWAN Gateway
- Encryption Products - IP Encryptor, Bulk Encryptor
- Optical networking equipment
- Transmission equipment
- Fibre-optic products
- Telecom power equipment
- VSAT and satellite communication equipment

➤ IT & SECURITY Products

- AI based CCTV Cameras - 4G, WiFi, ANPR, IP
- NVR / DVR with AI Analytics
- AI based Face Recognition Terminal & Access Control
- Laptops, Tablets, All-in-One PC, Industrial computers
- Server, Storage & Workstation
- Interactive Flat Panel Display (IFPD) - 65/75/86 inch
- Drones/UAV subsystems
- Edge computing equipment
- Embedded systems
- Electronic controllers
- IoT gateways/devices
- Smart electronic products

➤ Defence & Strategic Electronics

- Communication equipment
- Secure communication systems
- Electronic subsystems
- Strategic electronics
- Surveillance and communication equipment
- Defence electronic assemblies

➤ **Smart Infrastructure**

- Smart metering
- IoT products
- Industrial IoT
- Smart city equipment
- Energy management systems
- Traffic management equipment
-

➤ **Other Emerging Technologies**

- AI/Edge AI hardware
- Robotics
- EV electronics
- Battery management systems
- Renewable-energy electronics
- Industrial automation
- Other emerging technology products

➤ **EV & Green Energy - Future Business**

- EV Charging Stations - AC 3.3kW / 7kW & DC 30kW / 60kW / 120kW
- Battery Management System (BMS)
- Solar Hybrid Inverter & Solar Charge Controller
- Li-Ion Battery Pack Assembly - For Telecom & EV
- EV Charger CMS Software & App
- UPS, SMPS, BESS, VAR, PCS etc.

- **Software Defined Radio-** Multi-spectrum SDR compatible with the legacy Military radio systems for feature enhancement. The SDR is also, a multi-channel radio, instantiated with software-defined

waveforms capable of secure & jam- resistant, networked voice, data and video communication. The functionality and expandability is built upon an open architecture framework called the Software Communications Architecture (SCA)

- **HCRR** - HCRR provides reliable and secure tactical communication links in a hostile Electronic Warfare (EW) environment. It is full duplex communication equipment, designed to operate through line of-sight radio path, for military application.
- **DMR** – Digital Mobile Radio (Tier II, III)

Note:- Any other Proven Product – with potential business opportunity, not listed above

ANNEXURE-V**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:

(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.

Annexure-VI**DECLARATION OF LAND BORDER SHARING**

We certify as under:

“We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on subcontracting to vendors from such countries and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered.

We certify that:

- we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed) And
- we shall not subcontract any work to a vendor from such countries unless such Contractor is registered with the Competent Authority.

Make in India Status:

- Having read and understood the Public Procurement (Preference to Make in India PPP - MII) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following:

We declare that:

- We will adhere to the conditions concerning the Public Procurement (Preference to Make in India) Order 2017 and the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2018.

Name & Signature of the Authorised Signatory:

Designation:

Name of the Respondent:

Address of the Respondent:

Company seal:

Annexure VII**Undertaking regarding not blacklisting/insolvency**

(To be submitted on company's letter head)

To,

ITI Limited

Ref: ITI EOI Ref:

Subject: Declaration Letter for Non-Blacklisting/insolvency of the Bidder.

Sir/Madam

We solemnly declare that we (including our affiliates or subsidiaries or constituents):

- (a) Are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons; (including our Contractors/ subcontractors for any part of the contract):
 - i. Do not stand declared ineligible/ blacklisted/ banned/ debarred by the DoT or its Ministry from participation in its Tender Processes; and/ or
 - ii. Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.
 - (b) Do not have any association (as bidder/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of PURCHASER, as counter-indicated, in the Tender Document.
 - (c) We certify that we fulfil any other additional eligibility condition if prescribed in Tender Document.
-

(d) We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.

Name of the person:

Designation:

Name of the Respondent:

Address of the Respondent:

Company seal:

Annexure-VIII**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 Bidder and same signatory Competent/ Authorized to sign the relevant contract on behalf of the ITI Ltd).

Tender No.....

This Integrity Pact is made onday of2024

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

Preamble

WHEREAS the Principal intends to award, under laid down organizational procedures, tender/contract for..... (name of the Stores / equipment's / 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 Ask Technology Provider BIDDER (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 BIDDER (s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all BIDDER (s) the same information and will not provide to any BIDDER (s) confidential/ additional information through which the BIDDER (s) could obtain an advantage in relation to the 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 Act 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 ASK Technology Provider (BIDDER)/ CONTRACTOR

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

- a. The BIDDER (s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the 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 BIDDER (s)/contractor(s) will not enter with other BIDDER 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 BIDDER (s)/contractor(s) will not commit any offence under IPC/PC Act, further the BIDDER (s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The BIDDER (s)/Contractor(s) of foreign origin shall disclose the name and address of the agents/representatives in India, if any. Similarly, the BIDDER

(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

- e. The BIDDER (s)/Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. The BIDDER (s)/Contractor(s) will not bring any outside influence and Govt. bodies directly or indirectly on the bidding process in furtherance to his bid.
- g. The BIDDER (s)/Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

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

If the BIDDER (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 Proven Product BIDDER (s)/Contractor(s) from the tender process.

If the BIDDER (s)/Contractor(s), has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled exclude including blacklisting for future 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 BIDDER (s)/Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.

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

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

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

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

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

SECTION 4 – PREVIOUS TRANSGRESSION

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

4.2 If the BIDDER (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 BIDDER (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 TREATMENT OF ALL PROVEN PRODUCTTECHNOLOGY PROVIDER BIDDER S/CONTRACTORS

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

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

6.3 The Principal will disqualify from the tender process all Proven Product BIDDER 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 BIDDER (s)/Contractor(s) or sub-contractor/sub-vendor/associates of the Technology BIDDER (s)/Contractor(s) which constitutes corruption or if the principal has substantive suspicion in this regard, the principal will inform the same to the Chief Vigilance Officer of the Principal for appropriate action.

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

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

Details of IEM appointed by ITI are as under:

Shri. Atul Jindal

3/10 Vishesh Khand-3 Opp Little Friends School

Gomti Nagar Lucknow -226010 , Mob: 9140637949

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

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

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

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

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

SECTION 9 - FACILITATION OF INVESTIGATION

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

SECTION 10 - LAW AND JURISDICTION

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

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

SECTION 11 – PACT DURATION

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

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

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

SECTION 12 - OTHER PROVISIONS

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

12.2 Changes and supplements as well as termination notices need to be made in writing

12.3 If the BIDDER (s)/Contractor(s) or a Proven Product BIDDER ship, the pact must be signed by all members and Proven Product 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 Ask Technology Provider

.....

.....

Name Designation.

Name Designation.

Witness:

1.

1.

2.

2.

Annexure IX**C h e c k L i s t**

Sl. No	Details of documents to be submitted	Compliance (Yes /No)
1	Annexure-I Undertaking	
2	Annexure-II – Bidder’s Profile	
3	Annexure-III – Compliance statement	
4	Annexure IV Proposed Technical Compliance/ solution Document	
5	Annexure-V DECLARATION OF RELATION IN ITI	
6	Annexure-VI Declaration regarding “Restrictions on procurement from a Bidder of a country which shares a land border with India”	
7	Annexure-VII Undertaking regarding not blacklisting/insolvency	
8	Annexure-VIII PRE-CONTRACT INTEGRITY PACT	
9	Certificate for supply and satisfactory performance of the product	
10	Copies of the audited annual report for the last three years (excluding the current year).	
11	Documents to support Eligibility criteria	
12	In case the Bidder is the OEM, a No Objection Letter from the design partner shall be submitted	
13	Signed Copy of EoI as compliance to all the terms and conditions of the EoI	