



**Request for Proposal (RFP)  
For the Selection of Technology Partner for  
Transfer of Technology of Software-Defined Wide Area  
Network (SDWAN) Solution**

**9 July 2025**

**Reference No: ITI/COR/P&T/RFP/SDWAN/2025/01**

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

## 1. INTRODUCTION

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

The company has a diverse suite of products including manufactured products like Gigabit Passive Optical Network (GPON) OLT's,ONT's, Wi-Fi Access Point, Radio Modem, SDWAN SOLUTION, 4G RAN (eNodeB & BBU), Defence products like multi-capacity encryption units, Bulk encryption Units (BEU), Terminal End Secrecy Devices (TESD), Passive infrastructure products such as Optical Fiber Cable, HDPE duct, Antenna, diversified products such as smart energy meters, smart cards, solar panels, mini personal computers, Laptops, Tablets etc.

ITI wishes to expand its Manufacturing portfolio and is looking for Partner who will enable ITI with Technological details to manufacture **Software-Defined Wide Area Network (SDWAN) Solution** as per defined scope in the document and be part of the Make in India Initiatives.

In this regards, proposal is invited under e-tender mode from the bidders having proven technological capabilities including necessary certifications for “**Software-Defined Wide Area Network (SDWAN) Solution**” and enable ITI with technological detail (Hardware/ Software) to manufacture **Software-Defined Wide Area Network (SDWAN) Solution (Controller, SDWAN, Aggregator)** as per terms & conditions enumerated below.

## 2. IMPORTANT DATES

<b>S.No.</b>	<b>Activity</b>	<b>Schedule</b>
<i>i</i>	<i>RFP Issue Date</i>	09/07/2025
<i>ii</i>	<i>Bidders Query last Date</i>	12/07/2025 17:30 Hrs
<i>iii</i>	<i>Upload of Reply to Bidder's query</i>	15/07/2025 :15:00 Hrs
<i>iv</i>	<i>Due Date &amp; Time for Submission of Proposal through Uni Wizard</i>	22/07/2025 :17:30 Hrs
<i>v</i>	<i>Date &amp; Time of opening of Proposals</i>	23/07/2025 :15:00 Hrs

### 3. PURPOSE

ITI intends to manufacture “**Software-Defined Wide Area Network (SDWAN) Solution**” to participate & supply against upcoming & future Tenders/RFP/RFP of BSNL, MTNL, BBNL or other Organisations.

For tentative Technical requirement, please refer to Annexure-V. 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 (Hardware/ Software) for manufacturing and servicing of **SDWAN Solution** on **Non-exclusive** basis to enable ITI as manufacturer of **SDWAN Solution**.

### 4. SCOPE OF WORK

- 4.1. The strategic alliance between ITI and the Partner shall be for a period of minimum five years or as per agreed time period from the date of the agreement. The Agreement will be extended further on mutual consent. PARTNER must assist ITI in setting up the production lines and give necessary Technical Support including Specification, process diagrams & training to ITI personnel for the smooth and efficient functioning of the **SDWAN Solution**. ITI desires that PARTNER shall assist in supply of all the necessary Infra required for Manufacturing, Testing and Training required for **SDWAN Solution**). PARTNER shall depute experienced technical personnel as per the requirements to support manufacturing and after that as and when required to resolve the technical issues for Certification or during bulk production. The Design/R&D issues however shall remain in the scope of the selected PARTNER only.
- 4.2. PARTNER shall be willing to enable ITI to manufacture **SDWAN Solution** meeting all the standards of industry requirement to enable ITI to design, engineer, integrate, manufacture, Market, Sale & Service, provide maintenance of the product. The PARTNER would take responsibility on behalf of ITI to obtain the required Certifications. The PARTNER shall ensure compliance, in totality, of his product to applicable Indian Standard specifications or any other standard, as referred in the customer requirement.
- 4.3. The PARTNER should be responsible to provide free software /firmware/patches/ upgrades to ITI for the product/Solution 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 and to enable ITI operate and maintain

the system without any commercial implication. They should also ensure to develop the upgraded **SDWAN Solution** to meet upgraded Technical Specification as per prevailing standard, if any, to overcome any obsolescence.

- 4.4. The Agreement on **SDWAN Solution** technology transfer will include the hardware/software design, manufacturing, assembly, inspection, testing, quality assurance methods, troubleshooting, supply, Installation and Commissioning if required, servicing/ maintenance during the warranty/post warranty period, training, documentation, design upgrades, system integration if required etc. as per various customer requirements.
- 4.5. The PARTNER at their own cost shall develop prototype and get them type approved by designated agencies by providing samples as required towards the pre-supply qualification for the customer orders. The PARTNER has to undertake the responsibility of seamless integration of all the supplied equipment for functioning of existing as well as new applications in consultation with OEM. The Partner should also agree to provide additional versions of the products to meet the future requirements of the customers. After/During successful technology enablement process, the PARTNER shall also support ITI for the Tenders / Purchase orders of Government, PSUs, Defence and Private customers for the products / services.
- 4.6. The Partner shall provide minimum two (2) numbers of SD-WAN (CPE) for PoC to ITI on returnable basis for Testing/Quality check etc.
- 4.7. The PARTNER should meet the eligibility criteria as per clause 5(A). PARTNER shall provide clause-by-clause compliance as per Annexure-II and conform to the requirements, by providing undertaking as per Annexure-III.
- 4.8. ITI shall be solely responsible for procuring the materials as per BOM requirement for manufacturing, while the selected PARTNER may support source the materials by open tender at a competitive rate. Partner has to provide the detailed technical specifications, drawings etc. for all the components being sourced from open market. Partner shall also extend the technical support for using the equivalent items compatible to the BOM items.
- 4.9. Technology enablement for manufacturing of **SDWAN Solution** shall be on Royalty Model.
- 4.10. The Technology enablement activity and manufacturing shall start in parallel just after issue of Letter of Intent(LoI) by ITI. Any delay in Technology enablement shall be seen as a default on the part of PARTNER and may be termed as non-seriousness and may prompt

ITI to look for next available alternative towards selection of PARTNER.

## 5. ELIGIBILITY CONDITIONS FOR PARTNER

A	Essential Eligibility Criteria for the Applicants	
	<i>Pre-Qualifying Criteria</i>	<i>Compliance Document</i>
i.	The PARTNER should be a company registered in India having its office in India and incorporated under the Indian Companies Act, 1956/2013 and should be at least five years (from the date of releasing this RFP) old company.	The details of the company and Certificate of Incorporation
ii.	PARTNER should be an Original Design Manufacturer (ODM)/ Original Equipment Manufacturer (OEM) of <b>“SDWAN Solution</b> meeting all standards”.	(i). <i>Relevant documents to the ownership to be submitted</i> (ii). <i>An undertaking of owning IPR (Intellectual Property Right) or Copyright/License for the <b>SDWAN Solution</b> design needs to be submitted.</i>
iii.	The company should have average annual turnover of Rs. 15 Lakhs for the last 3 financial years from SDWAN Solution, that is, 2022-23, 2023-24s and 2024-25. PARTNER's Net Worth for the last three years must be positive.	a. Auditors Net worth certificate & Turnover certificate signed by the company's Auditors/ CA for last 3 financial years. b. Audited account statements for the years specified to be provided.
iv.	Partner should have deployed more than 100 SD-WAN deployment in last three years in Indian or in Global entities.	a. Documentary evidence (Customer POs and performance certificate along with contact no, email address of the customer) to prove experience to be submitted. b. ITI has the full right to verify the genuineness of the submitted experience certificate.
v.	PARTNER must confirm that there are no Patent / legal issues that might become hindrance as per scope of RFP	<i>Self Undertaking would be required</i>

	at any stage.	
vi.	PARTNER must meet the Technical Specifications of the offered product given at <b>Annexure-V</b> .	<i>self Undertaking would be required</i>
vii.	The PARTNER should commit to provide any software/hardware upgrade at free of cost required on the designed product to keep it updated and also work on optimizing the design to make it market competitive and meet customer requirements as per the prevailing standards.	<i>A Self-Declaration consent to be provided.</i>
Viii	Partner shall submit self-declaration(s) that the Partner or any of the promoters/directors/Partner or member not blacklisted/banned/debarred/suspended by the Central/ any other States/ Union Territories Government/ Quasi-Govt/ Govt. undertaking/Banks/Financial Institution or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade or for any other reasons or bad performance/ delayed delivery / Bank NPA, CDR (Corporate Debt Restructuring), SDR (Special Debt Restructuring), NCLT or for any other defaulting reason as on date of opening of this RFP.	<i>A Self-Declaration of not being under any black list or Barring.</i>
ix.	The IPR or copyright/License/Design of the SDWAN SOLUTION to be owned by the PARTNER. The PARTNER should have its own R&D set-up in India.	<i>(i). Relevant documents to the ownership to be submitted</i>  <i>(ii). An undertaking of owning IPR (Intellectual Property Right) or Copyright/ License/ Design for the SDWAN Solution design needs to be submitted.</i>  <i>iii) Details of R&amp;D infrastructure including technical manpower resources to be submitted</i>

x.	<p>Responsibility of Technology Partner under CKD manufacturing is as below.</p> <p>The process of Technology enablement as mentioned below should be completed within two months after issue of order for the Capex items.</p> <p>The PARTNER shall provide the design of the SDWAN SOLUTION vide an agreement enabling ITI to manufacture SDWAN Solution with following steps.</p> <ol style="list-style-type: none"> <li>SMT assembling using components supplied by suppliers</li> <li>Bill of materials list along with technical specifications, part nos. and the OEM details</li> <li>THT and manual assembling using component supplied by suppliers</li> <li>Mechanical part assembling using component supplied by suppliers</li> <li>PCBA testing</li> <li>Plastic injection using materials supplied by suppliers</li> <li>System assembly</li> <li>System Calibration</li> <li>Software flashing</li> <li>System Testing</li> <li>Debugging of product</li> <li>Printing &amp; Sterilization</li> <li>Packaging</li> <li>QC Lab</li> <li>Any other procedure which is required for manufacturing the <b>SDWAN Solution.</b></li> </ol>	<p><i>A Compliance Statement is needed</i></p>
xi.	<p>Orders issued by the Government of India restricting procurement from certain countries which shares a land border with India shall apply to this RFP.</p> <p>Any PARTNER or their OEM, from a country which shares a land border with India shall be eligible to bid in this</p>	<p>PARTNER or their OEM sharing land border with India, which are not part of restricted countries shall provide the certificates of registration in this regard from DPIIT. Undertaking format is provided in Annexure –IX.</p>

	tender only if they are registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).	
xii	The offered solution must have to meet TEC standard TEC/GR/IT/SDW-001/01/MAY-19 and TEC future standards as and when available	A Compliance Statement is needed
xiii	The PARTNER must have capability to produce <b>SDWAN Solution</b> in accordance with Standards catering to different regions along the globe and relevant standards.	A Compliance Statement is needed
xiv	Partner has to conduct PoC of the proposed solution in any of the ITI Units (as per Partner convenience) to prove their Solution	A Compliance Statement is needed
<b>B</b>	<b>General Commercial Conditions</b>	
i.	The PARTNER shall enter into an Agreement with ITI to enable ITI for the manufacturing and servicing of the product.	
ii.	The PARTNER shall provide comprehensive support to ITI for the installation, commissioning, warranty and post warranty servicing of the product.	
iii.	The PARTNER shall support ITI in tenders floated for the product, by meeting the technical conditions of the tender.	
iv.	The royalty payment to the PARTNER towards its deliverables shall be made on receipt of payment from the customer in the back to back basis. Request for change in terms will not be entertained at any point of time.	
v	The BOM/BOQ is to be provided by PARTNER as per the requirement received for new opportunities from time to time	
vi.	The Contract Agreement between ITI and PARTNER shall be signed by authorized signatories of ITI and the PARTNER, duly supported by Power of Attorney issued by respective parties in the name of these signatories.	
vii	Investment in Capex items for CKD process should start only after the receipt of confirmed order from customer.	
<b>C</b>	<b>SPECIAL CONDITIONS</b>	
i.	ITI will be selecting two Technology Partners based on the eligibility conditions as per this RFP and the financial offering (Royalty fee). Second	



	Technology partner should agree to provide their technology at the L1 price.
ii.	The PARTNER should be doing hand holding in leveraging its resources to streamline the production of <b>SDWAN Solution</b> at ITI for the customer tender, as per ITI's need to service its customer.
iii.	In case any PARTNER 's statement is found false and misleading, the barring process against such defaulting PARTNER shall be initiated by ITI and the next eligible PARTNER shall be selected to go ahead in the process of proving technical compliance and competence to the required SDWAN SOLUTION standards and specifications by applying risk and cost to defaulting Partner.
iv.	<p>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.</p> <p>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 RFP. The MSE who are authorized dealers/distributors are not eligible for availing the benefits extended to MSME's.</p>
v.	The ToT Partner should be willing to provide PBG to ITI in order to provide commitment towards any technical issues/fault at later stage of I&C, and product Certifications etc.
vi.	Since the Partner shall be transferring the technology, Technology Partner should not only be doing hand holding in leveraging its resources to streamline the Transfer of Technology of SD-WAN but also shall deploy in the initial Customer orders as per ITI's need to service its customer.

## 6. Financial Proposal

Technology enablement for manufacturing **SDWAN Solution** shall be on the Royalty Model.

<b>RFP REFERENCE NO.</b>	<b>ITI/COR/P&amp;T/RFP/SDWAN/2025/01</b>
<b>Description of the RFP</b>	<b>Request for Proposal (RFP) For the Selection of Partner for Technology Transfer for SDWAN Solution</b>
<b><u>FINANCIAL BID</u></b>	

Name of the organization		
Sl. No	Details	Percentage(%age)
1.	Running Royalty on the sales price excluding taxes (Percentage)	
2	Percentage Margin payable to ITI in case of Completely Built Unit(CBU) procurement from Technology partner. <b>CBU Pass through % to ITI (ITI Expecting 15%( +,- upto 3%))</b>	

**Note: Till the time ITI manufacturing setup gets ready ITI may procure the initial quantity in Completely Built unit (CBU) or Semi Knocked Down (SKD) form.**

- 6.1 Selection of Technology Partner will be done on the basis of lowest Royalty payable by ITI and quoted by the Technology Partner in the financial bid. **If Royalty quoted by two bidders are same then the bidder who have quoted highest margin on CBU will be selected.**
- 6.2 The values filled at the prescribed place in the Price Bid shall be a numerical value to be considered up to two decimal points for calculation.
- 6.3 Financial Bid duly filled & signed both in PDF and Excel format as per attached bid sheet to be uploaded in ITI Tender Portal

## **7. Instructions For Submitting Proposal Towards RFP**

- 7.1 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/>.

- 7.2 The Technical Bid and financial 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/>.
- 7.3 ITI's Tender document can be downloaded from ITI web site [www.itiltld.in](http://www.itiltld.in) or CPP portal [www.eprocure.gov.in](http://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.
- 7.4 Any clarifications regarding the tender can be obtained from GM-Products and Technology, ITI Bhavan, ITI Limited, Corporate Office, Dooravaninagar, Bengaluru- 560016 email: [pp\\_crp@itiltld.co.in](mailto:pp_crp@itiltld.co.in), [santoshsinha\\_crp@itiltld.co.in](mailto:santoshsinha_crp@itiltld.co.in) Mob: 9225653254
- 7.5 Technical bids will be opened at 03.00 PM on 23/07/2025.
- 7.6 All the bids will be scrutinized for turnover, experience and compliance to the RFP terms & conditions.
- 7.7 Financial Bid of Technically Qualified Partners will be opening after technical evaluation.
- 7.8 Bid offered should be valid for a period of 180 Days from the date of opening of RFP response.
- 7.9 Conditional offers are liable for rejection.
- 7.10 The Bidders should give Clause by clause compliance (as per Annexure III) of RFP with references to supporting documents; otherwise, the offers are liable for rejection.
- 7.11 The bidder to indemnify ITI LTD from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.
- 7.12 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.
- 7.13 ITI LTD reserves the right to suspend or cancel the RFP process at any stage, to accept, or reject any, or all offers at any stage of the process and / or to modify the process, or any part thereof, at any time without assigning any reason, without any obligation or liability whatsoever.
- 7.14 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.

- 7.15 Cost of RFP: The bidder shall bear all costs associated with the preparation and submission of his offer against this RFP, 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 RFP process.
- 7.16 Amendment of RFP: 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 RFP 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 RFP.
- 7.17 ITI LTD will not consider any or all of the bids if they are not meeting RFP requirements.
- 7.18 ITI LTD may at its discretion reject any offers received for selection without assigning any reasons.

## **8. Other Terms and conditions:**

### **8.1 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.

### **8.2 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.

### **8.3 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.

**8.4 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.

**8.5 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.

**8.6 Arbitration:**

- 8.6.1 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.
- 8.6.2 The award of the arbitrator shall be binding upon the parties to the dispute.
- 8.6.3 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.
- 8.6.4 Work under the contract shall be continued during the arbitration proceedings.
- 8.6.5 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.
- 8.6.6 The arbitration location will be at Bengaluru

- 8.7 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 RFP or under any other RFP/contract made by the bidder with the customer.
- 8.8** The interested bidder may like to discuss the customer tender related information, RFP Bidding Conditions, Bidding Process and clarifications, if any with the General Manager – Products & Technology
- 8.9 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.
- 8.10** Liquidated Damage (LD) may be included, i.e if any imposed on ITI for the reasons related to the bidder shall be carry forwarded to bidder
- 8.11** 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.

#### **8.12 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.

#### **8.13 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.

#### **8.14 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

**8.15 ITI's Right to accept any bid and to reject any or All Bids or to cancel the RFP:** 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.

**8.16 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.

**Annexure-I****PARTNER's PROFILE**

1	Name and address of the company			
2	Contact Details of the PARTNER (Contact person name with designation, Telephone Number, FAX, E-mail and Web site)			
3	Area of business			
4	Annual Turnover for 3 financial years (₹ in Cr )	2022-23	2023-24	2024-25
5	Date of Incorporation			
6	GST Registration number			
7	PAN Number			
8	CIN Number, if applicable			
9	Number of technical manpower in company's rolls			
10	Number of R&D engineers			



**Annexure-II****Compliance Statement**

<b>Section Details</b>		<b>Clause Numbers</b>	<b>Compliance (YES/NO)</b>	<b>Documentary Reference, If any</b>
4	Scope	4.1-4.10		
5A	Eligibility conditions for Partner	5.A.i-5.A.xiv		
5B	General Commercial Conditions	5.B.i-5.A.vii		
5C	Special Conditions	5.C.i-5.C.vi		
6	Financial Proposal	6.1-6.4		

### **Annexure-III**

#### **Undertakings (To be in PARTNER's Letter Head)**

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

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

Signature:

Name:

Designation of Authorized Signatory:

**PRE-CONTRACT INTEGRITY PACT**

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

RFP No.....

This Integrity Pact is made on .....day of 2025

BETWEEN:

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

M/s ..... represented by .....Chief Executive Officer (hereinafter called the bidder(s)/Contractor(s)), which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the bidder/contract ON THE SECOND PART.

Preamble

WHEREAS the Principal intends to enter into an MOU of Partnering business opportunities of common interest and able to generate synergies in execution of such business for ....  
(name of the Stores / equipment / items). The Principal, values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal has appointed an Independent External Monitor (IEM), who will monitor the RFP 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 RFP 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 RFP 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 RFP process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the RFP 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 RFP process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons. If the principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Actor if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

#### SECTION 2 – COMMITMENTS OF THE BIDDER / CONTRACTOR

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

- b. The bidder(s)/contractor(s) will not enter with other bidders/ contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The bidder(s)/contractor(s) will not commit any offence under IPC/PC Act, further the bidder(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents /representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Bidder(s) f Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. The Bidder(s)/Contractor(s) will not bring any outside influence and Govt bodies directly or indirectly on the bidding process in furtherance to his bid.
- g. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

### SECTION 3 – DISQUALIFICATION FROM RFP PROCESS & EXCLUSION FROM FUTURE CONTRACTS

If the Bidder(s)/Contractor(s), during RFP process or before the award of the contract or during execution has committed a transgression in violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify Bidder(s)/Contractor(s) from the RFP 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 RFP/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 Bidders)/ 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 Bidder (s)/ Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption preventative system in his organization.

#### SECTION 4 – PREVIOUS TRANSGRESSION

- 4.1 The Bidder(s)/ Contractor(s) declares that no previous transgression occurred in the last 3 years immediately before signing of this Integrity Pact with any other company in any country conforming to the anti-corruption/ transparency International (TI) approach or with any other Public Sector Enterprises/ Undertaking in India of any Government Department in India that could justify his exclusion from the RFP process.
- 4.2 If the Bidder(s)/ Contractor(s) makes incorrect statement on this subject, he can be disqualified from the RFP 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 RFP process prior to the award according to Section 3 the Principal is entitled to forfeit the Earnest Money Deposit/Bid Security/ or demand and recover the damages 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 BIDDERS/CONTRACTORS

- 6.1 The Principal will enter into Integrity Pact on all identical terms with all bidders and contractors for identical cases.
- 6.2 The Bidder(s)/Contractor(s) undertakes to get this Pact signed by its subcontractor(s)/sub- empaneled Partner(s)/ associate(s), if spy, and to submit the same to the Principal along with the RFP document/contract before signing the contract. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the provisions laid down in the Integrity Pact Agreement by any of its subcontractors/ sub-empaneled Partners / associates.
- 6.3 The Principal will disqualify from the RFP process all bidders who do not sign this Integrity Pact or violate its provisions.

## SECTION 7 – CRIMINAL CHARGES AGAINST VIOLATIG BIDDER(S)/CONTRACTORS

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

## SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

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

**Details of IEM appointed by ITI are as under:**

Shri Atul Jindal, IFS (Retd.)  
3/10 Vishesh Khand Opp. Little Friend School Gomti Nagar,  
Lucknow-226010(UP)

- 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.

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

## SECTION 11 – PACT DURATION

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

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

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

## SECTION 12 - OTHER PROVISIONS

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

12.2 Changes and supplements as well as termination notices need to be made in writing by both the parties. Side agreements have not been made.

12.3 If the Bidder(s)/Contractor(s) or a Partnership, the pact must be signed by all consortium members and Partners.

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

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

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

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

For PRINCIPAL  
BIDDER(S)/CONTRACTOR(S)

For

.....  
.....

Name Designation  
Designation

Name

Witness

1. ....

1. ....

2. ....

2. ....

**Tentative requirement for the proposed SD-WAN solution**  
**(Controller, SDWAN, Aggregator)**

1	The proposed Software Defined WAN (SD-WAN) solution should be based on a virtual network architecture, leveraging multiple transport services such as Broadband, MPLS and LTE (5G/Wi-Fi) to securely connect data centers to branch offices and users to applications and services.
2	SD-WAN solution should have independent control plane & data plane for enhanced agility, manageability and complete visibility of the network.
3	SD-WAN solution should enable orchestration of application delivery across the network while increasing network security.
4	The proposed SD-WAN solution shall be based on secured IPsec and SSL based technology only.
5	The solution should be capable of providing secured site-to-site and multi-site connectivity with tunneling and VPN technologies.
6	The solution should be capable of dynamic path selection to steer or route network traffic.
7	SD-WAN solution should possess the ability to load balance and failover across multiple WAN connections, including 4G/5G LTE connections.
8	SD-WAN solution should have dynamic path selection and data routing to utilize existing underlay connectivity such as Broadband, LTE, MPLS or WAN.
9	SD-WAN should uses the underlay connectivity's characteristics such as cost, bandwidth, latency and jitter to make decisions on application steering to the appropriate path(s).
10	SD-WAN solution should classify data packets and should steer them to a matching underlay network to maintain the Quality of Experience for certain class of applications like voice and video by traversing a high bandwidth / low latency networks.
11	Shall have the capability to Multicast and run IP routing protocols like OSPF & BGP.
12	SD-WAN solution should have stateful firewall implementation, Intrusion Prevention System/Intrusion Detection System(IPS/IDS) and DNS filtering. All these security features must be provided at the CPE level, without the need for traffic to be filtered through a corporate data center.
13	The solution should possess Internet and SaaS Breakout enabling data packets directly sent to the internet/SaaS websites instead using of one of the tunnels, thereby avoiding backhauling.
14	The solution should allow a network administrator to setup limits on bandwidth usage on a per-application basis. Also, should enable the admin to set guaranteed and maximum bandwidth limit on a per-application basis.
15	The CPE should be based on x86 platform
16	The solution should have centralized intuitive graphical user interface for managing the SD-WAN deployment with Dashboards and Reporting capabilities.
17	Centralized management should be capable of Multi-tenancy, role based Administration with Device configuration, provisioning and performance monitoring capabilities.
18	Should feature Zero-Touch Provisioning capabilities to onboard a device at a remote location that only requires plugging it in a power socket and connecting it to the internet, enabling automatic provisioning and configuration to the intended operational status.

19	SD-WAN solution should connect to multiple backend authentication/authorization providers like LDAP and Active Directory to provide admin login and authorization. In addition, it should also add MFA to these logins as an additional security.
20	The solution should allow a network administrator to setup limits on bandwidth usage on a per-application basis. Also, should enable the admin to set guaranteed and maximum bandwidth limit on a per-application basis.
21	Should provide an extensive list of system and firewall logs in the management interface.
22	Should have options to backup, import and export the configurations and settings.
23	The SD-WAN OEM should have L1, L2, and L3 technical support infrastructure within India.
24	The product should be developed by the OEM having an Engineering center within India.
25	Geofencing capabilities restricting unauthorized movement of CPEs by utilizing techniques like MAC local binding and GPS location.

**Note: Above is only the tentative requirement. Any further addition of the Equipment/Features will be added through Addendum/Amendments to the ToT Agreement with mutual consent between ITI and the selected Technology Partner.**

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

T

**OR**

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

**(i)**

**(ii)**

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

**Note:**

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

**ANNEXURE-VII**

**BID FORM**

**NIT No.** \_\_\_\_\_

**Dated:** \_\_\_\_\_

**To  
GM P&T  
ITI Limited,  
(Registered &  
Corporate Office)  
ITI Bhavan,  
Doorvaninagar, Bengaluru**

**- 560 016.**

**Dear Sir/Madam,**

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

**Dated this .....day of .....2025**

**Name and Signature -----**

**In the capacity of -----**

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

.....

**Witness: .....**

**Address: .....**

**Signature**

**NON-DISCLOSURE AGREEMENT**

By and between

ITI LIMITED  
(A Government of India Enterprise)  
Doorvaninagar, Bangalore-560016, India

(hereinafter "ITI")

On the One Hand

And

(hereinafter "XXXX ")

On the Other Hand

Either or both may also be hereinafter referred to, individually as the "Party," and collectively as the "Parties."

**ARTICLE 1. DEFINITIONS**

"Agreement" means this Non-Disclosure Agreement.

"Confidential Information" as used in this Agreement shall mean all trade secrets and information which is disclosed by the Disclosing Party and is designated as Confidential Information and/or Proprietary Information by the Disclosing Party, including, but not limited to, technical data, know how, type design, concepts, descriptions, specifications, schematics, research, product plans, products, services, lists of customers, markets, developments, inventions, processes, manufacturing processes designs, drawings, films, documentation, engineering hardware configuration information, engineering data, marketing, notes, models, compositions, algorithms, software programs, software source documents, program schedule, visual demonstrations, photographs, manuscripts, texts, video recordings, formulations, equipment or apparatus, oral discussions, sales, marketing and/or business plans and/or financial information, cost estimates, pricing policy which is identified as confidential and/or proprietary by the Disclosing Party in accordance with the guidelines in Article 4 which may be made available in any form including machine readable. For avoidance of doubt "Confidential Information" also

includes analysis, compilation, studies and other material prepared by or in the possession or control of the Recipient which contain or otherwise reflect or are generated from any such information as is specified in this definition.

“Disclosing Party” means that Party which directly or indirectly provides or makes available Confidential Information to the other in connection with this Agreement.

“Receiving Party” means that Party which receives or obtains Confidential Information directly or indirectly from the Disclosing Party in connection with this Agreement.

## ARTICLE 2. PURPOSE OF AGREEMENT

The purpose of this Agreement is to allow the Parties to exchange confidential information both technical and commercial, to:

Enable ITI, to ensure timely submission of a technically state of the art and cost competitive proposal consistent with the requirements spelt out in the tender ref .....

Participate in the presentation/ demonstration to the vendor on No Cost No Commitment basis if called to do so.

## ARTICLE 3. IDENTIFICATION OF INFORMATION

Both Party’s information relating to business, financial and technical data related to the system engineering, manufacturing, marketing and business development capabilities with specific reference to the parameters laid out in the RFP

## ARTICLE 4. CONFIDENTIAL INFORMATION RIGHTS AND OBLIGATIONS

(a) Information that is to be accepted in a confidential relationship and treated as Confidential Information, shall be disclosed in a tangible form, and shall be conspicuously marked as being “Private,” “Confidential,” or by any other appropriate legend clearly indicating the confidential nature of the information.

(b) Confidential Information, if first disclosed in a non-written or other non-tangible form, shall be identified by the disclosing party at the time of disclosure as being disclosed in confidence, shall be reduced to tangible form and marked in accordance with Article 4(a), and such tangible form shall be



delivered to the Party identified above within twenty (20) working days after the date of first disclosure. During the above stated 20-day period, such Confidential Information shall be protected in accordance with the terms of this Agreement.

(c) Confidential Information that is disclosed pursuant to this Agreement shall not be used other than for the purposes submitted, or disclosed to any third party, unless authorized in writing by the disclosing Party.

(d) Upon receiving Confidential Information from the disclosing Party, recipient shall use at least the same degree of care that it uses in protecting its own information of like kind, but not less than reasonable care to safeguard such Confidential Information from an unauthorized use or disclosure. Recipient agrees that each employee having access to Confidential Information of the other Party to this Agreement, shall be in a "need-to-know" basis and shall be informed of the existence of this Agreement.

If the Receiving Party makes any copies, extracts, summaries, or digests of the Confidential Information (including computer entries), the Receiving Party shall ensure that appropriate legends are affixed thereto. Copies made by a reproduction service contractor, for the exclusive use of a Party to this Agreement is permitted, provided the service contractor has executed a non-disclosure agreement, which is sufficient to protect the Confidential Information required under this Agreement.

(f) Receiving Party undertakes to observe all requirements of security regulations of the Government of India to the extent they apply to Proprietary / Confidentiality Information disclosed pursuant to hereinto.

## ARTICLE 5. AGREEMENT AND CONFIDENTIALITY TERMS

This Agreement shall terminate after the period of time specified below, from the date of last execution of this Agreement by the Parties, except that either Party, upon thirty (30) days written notice to the other Party, may terminate this Agreement. All obligations to maintain confidentiality shall survive termination under this Article 5 and Article 9.

The Term of this Agreement shall be Two (2) years from the effective date hereof, as determined by the last date of execution.

Notwithstanding the above, the provisions of this Agreement, as they relate to Proprietary Information, shall remain in full force indefinitely unless expressly

agreed otherwise in writing by the parties. Furthermore, the receiving party agrees to promptly return or destroy, as instructed by the disclosing party, any Proprietary Information received from the disclosing party, together with all copies thereof, upon request by the disclosing party, termination of the Agreement or expiry or termination of the Purpose, whichever is earlier.

#### ARTICLE 6. PROTECTION LIMITATIONS

It is acknowledged by the Parties, that when any portion of such Confidential Information falls within any of the following provisions, such portion of such Confidential Information is released from the protection provided under this Agreement from the date such provision becomes effective:

- (a) Information which is or becomes part of the public domain without breach of this Agreement;
- (b) Information which is subsequently received from a third party who did not obtain, or disclose such information in violation of any rights of the Disclosing Party;
- (c) Information which is already known to a Party, which is substantiated by reasonable evidence;

Information which is publicly disclosed with the prior written approval of the Party that owns, or controls the information; or

Information which was independently developed by an employee of the receiving Party, who did not have access to the disclosed information, and independent development, is substantiated by reasonable evidence.

#### ARTICLE 7. CONTACT

Each Party shall designate in writing one or more individuals within its organization as the only persons authorized to receive Confidential Information exchanged hereunder. Such authorized recipients initially designated are:

ITI

LIMITED

XXXXXX

Phone:

Fax:

Email ID : [pp\\_crp@itilttd.co.in](mailto:pp_crp@itilttd.co.in), , [santoshsinha\\_crp@itilttd.co.in](mailto:santoshsinha_crp@itilttd.co.in)

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

#### ARTICLE 8. JUDICIAL ORDER

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

#### ARTICLE 9. TERMINATION PROVISIONS

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

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

#### ARTICLE 10. SUCCESSORS

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

## ARTICLE 11. ASSIGNMENT

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

## ARTICLE 12. GENERAL PROVISIONS

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

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

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

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

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

(f) This Agreement may be executed in counterparts and transmitted by facsimile, each of which when so executed and transmitted shall be deemed to be an original, and all such counterparts shall together constitute one and the

same instrument.

This Agreement supersedes all previous understandings between the Parties with respect to the subject matter of this Agreement.

#### ARTICLE 13. AGREEMENT LANGUAGE

This Agreement has been executed and delivered in text using the English language, which text, despite any translation into any language, shall be controlling.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives, as of the date listed below.

ITI Limited

XXXXX

By \_\_\_\_\_  
(Typed Name)

By \_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date Signed)

\_\_\_\_\_  
(Date Signed)

In the presence of

Witness

1.) Signature

Name

Address

2.) Signature

Name

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

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*(To be submitted on Applicant's Letter Head)*

To,

Dear Sir,

In reference to bid submitted by M/s against ITI RFP Document Number: procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

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

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

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

**\*Bidder to strike-off, if not applicable.**

Date: \_

\_\_\_\_\_  
Seal of Organization&

**Place:**

**Signature of Authorized Applicant**

---

**Bid Security Declaration**

Dated:

To  
The ITI LIMITED  
Corporate (PP) Unit  
Bengaluru 560016

Sir,

Subject: **RFP No: ITI/COR/P&T/RFP/SDWAN/2025/01** dt: DD.MM.2025 for The selection OF "TECHNOLOGY PARTNER [TP]" for Transfer of Technology of Software-Defined Wide Area Network (SDWAN) Solution

We, the undersigned, declare that:

1. I/We understand that, according to the general conditions of RFPs, offers must be secured with a bid security or to be supported with a Bid-Security Declaration.

2. Accordingly, in lieu of Bid security, I/We unconditionally declare that:

(a). I/We undertake to stand to all our statements and declarations towards this RFP as agreed upon by us.

(b). I/we will not alter or change any of the conditions during the validity and after our selection as successful Technology Partner and award of this RFP.

(c). I/We will abide by all the terms and conditions of the RFP.

(d) I/we fully understand that I/we will be automatically disqualified and barred from bidding for any contract and doing business for a period of **two (2) years** upon receipt of your Barring/Blacklisting/Suspension Order,

(e) I/we will pay the applicable fine or damages as provided by any stipulation or guidelines from the appropriate authority in this regard for the violation of PoC Securing Declaration; and,

(f) I/We undertake to comply above, without prejudice to other legal action or remedies ITI Ltd. may have, to secure itself from the damages and losses incurred due to the act of default or violation by undersigned company/entity.

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

*[Insert complete name of ITP]*

Dated on \_\_\_\_ day of \_\_\_\_\_ *[insert date of signing]* Corporate Seal (where appropriate)

**9. DOCUMENTS / INFORMATION TO BE UPLOADED**

	<b>Check list of documents/information to be submitted</b>
i.	The profile of the PARTNER as per <b>Annexure-I</b> and Certificate of Incorporation of the PARTNER company.
ii.	Memorandum & Articles of Association
iii.	Audited financial statements for past three years (2022-23,2023-24,2024-25)
iv.	Auditors Net worth certificate & Turnover certificate signed by the company's Auditors/ CA for last 3 financial years.
v.	Experience/ Work Completion Certificate of the Product/Solution from the customer signed by the competent authority of the client entity along with the supporting documents such as Work order/Purchase order with the name of contact person, postal address, email id and telephone numbers
vi.	List of other ToT Partners for SDWAN SOLUTION if ToT has been completed in the past.
vii.	Details of possession of Quality certifications
viii.	Clause-by-Clause compliance of RFP terms and all corrigendum with supporting documents as per <b>Annexure-II</b> .
ix.	Valid Power of Attorney along with resolution of Board for authorizing the person signing the bid for this RFP.
x.	Undertaking by the PARTNER shall be submitted as per <b>Annexure-III</b> .
xi.	A documentary proof of owning IPR (Intellectual Property Right) or Copyright/License for the design to be submitted.
xii.	An undertaking to have understood and ready to sign a contract agreement by the appropriate authority immediately after being selected.
xiii.	A Pre-Contract Integrity Pact as per the format given in <b>Annexure-IV</b> .
xiv.	Technical literature/Brochures of the offered SDWAN SOLUTION/Presentation.
xv.	Compliance on Tentative technical requirement (for SDWAN Solution ) Annexure-V
Xvi	Declaration Of Relation In ITI ANNEXURE-VI
xvii	Bid Form Annexure-VII
xviii	Confidentiality And Non-Disclosure Agreement Annexure-VIII
xix	Declaration regarding "Restrictions on procurement from a Bidder of a country which shares a land border with India ANNEXURE-IX



xx	Bid security Declaration to be submitted ANNEXURE-X
xxi	Checklist of the Documents to be submitted ANNEXURE-XI
xxii	Undertaking for IPR to be submitted
xxiii	Certificate to be submitted by Bidders on Rule 144(xi) of the General Financial Rules (GFRs) 2017 on grounds of Defence of India and National Security ANNEXURE-XII
xxiv	PARTNER shall provide a list of all the necessary Infrastructure (Tools, Testers etc) required for Manufacturing & Testing of SDWAN SOLUTION.

**ANNEXURE-XII**

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

**Reference 1: ITI RFP No. ITI/COR/P&T/RFP/SDWAN/2025/01..issued  
on .....**

I,            in            capacity            of            authorized            signatory            of  
M/s.....having            Regd.            office  
at.....

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

(Name of the authorized signatory)

Signature Designation in Company Seal / Stamp of Company

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