



Corrigendum-1

Ref: CORP/MKTG/EOI/Channel Partner/01

Date: 16/09/2023

Notice Inviting EOI for Appointment of Business/ Channel Partners for Marketing of ITI Manufactured Products

Ref: CORP/MKTG/EOI/Channel Partner/01 dated 21/08/2023

The subject EOI is revised as per the attached annexure- A

Sl. No	Present EOI	Revised EOI
1	CORP/MKTG/EOI/Channel Partner/01 dated 21/08/2023	CORP/MKTG/EOI/Channel Partner/02 dated 16/09/2023 It may please be noted that the subject EOI is revised and all the terms and conditions need to be considered for addressing the subject business opportunity as per the revised EOI.
2	Notice Inviting EOI for Appointment of Business/ Channel Partners for Marketing of ITI Manufactured Products	Notice Inviting EOI for Appointment of Business/ Channel Partners for Marketing of ITI Manufactured Products and Services
3	Due Date for EOI Submission : Open EOI	Due Date for EOI Submission : 17/10/2023 4 PM
4	Mode of Submission: Can be sent by email	Mode of Submission: The Technical Bid and financial bid shall be uploaded in e-procurement site of ITI Limited (https://itilimited.euniwizarde.com/). For submission of online bid and procedure to be followed, visit https://itilimited.euniwizarde.com/

CMR- Product Mktg, F-100, II Floor, East Wing,
ITI Limited, Corporate Marketing,
Dooravaninagar, Bengaluru– 560016
Ph : 9337892230 / 9535325537
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NOTICE INVITING EOI FOR APPOINTMENT OF BUSINESS/ CHANNEL PARTNERS FOR MARKETING OF ITI MANUFACTURED PRODUCTS AND SERVICES

Revised EOI Ref: CORP/MKTG/EOI/Channel Partner/02 dated: 16/09/2023

Original EOI Ref: CORP/MKTG/EOI/Channel Partner/01 dated: 21/08/2023



ITI LIMITED
Corporate Marketing,
F-100, II Floor,
Dooravani Nagar, Bangalore-560016
CIN No: L32202KA1950GOI000640

Website: www.italtd.in

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.

ITI Ltd has manufacturing units equipped with State-of-art manufacturing infrastructure. ITI Ltd is an Original Equipment Manufacturer of Telecom, IT and IOT products. We have established excellence in manufacturing capabilities with establishment of high-end plants of PCB manufacturing, Advanced SMT assembly lines, HDPE & OFC manufacturing plants, Advance Telecom product testing facility and in house R&D facility. With the objective of enhancing the customer base and enterprise business of ITI Ltd and to efficiently utilize its channels for sales, marketing and delivery in various segments, a non-restricted consent is invited from Telecom Enterprises, System Integrators, Franchisees and IDC Partners. ITI Ltd also carries out maintenance work whenever required by the Customers.

This EOI is being floated in order to empanel suitable channel partners for marketing/selling products and services of ITI Ltd.

2. Important Dates

Date of revised EOI Upload	16/09/2023
Due Date for EOI Submission	17/10/2023 4 PM
Pre-Empanelment Queries	Can be sent by email
ITI Contact Person	Chief Manager- Product Mktg, F-100, II Floor, East Wing, ITI Limited, Corporate Marketing, Dooravaninagar, Bengaluru– 560016, email: shethy_bbsr@itiltd.co.in, vrsakum_crp@itiltd.co.in Mob: 9337892230 / 9535325537
Mode of submission	The Technical Bid and financial bid shall be uploaded in e-procurement site of ITI Limited (https://itilimited.euniwizarde.com/). For submission of online bid and procedure to be followed, visit https://itilimited.euniwizarde.com/

3. Scope of Work

ITI Ltd is coming up with diversified products & services and it intends to project them into the open market to increase their marketability. There is a need to expand market channel of ITI Ltd for increasing the sales revenue on these products/services.

The scope of work is marketing/selling of ITI manufactured products and services. The empaneled channel partners are encouraged to bring orders for selling ITI manufactured products and services as per Annexure IV (Various Products/Services of ITI Limited)

After empanelment, the channel partner will be issued an empanelment letter stating that their company is empaneled as a channel partner for marketing/selling of ITI manufactured products and services. The validity of the empanelment is one year. If the empaneled channel partner brings business of Rs 10 Cr and above during the first year of empanelment, the validity of his empanelment will be extended by another ONE year automatically.

4. Eligibility Criteria

4(i)	Eligibility Criteria of Applicants	
	a	<p><u>Company Profile:</u> The Bidder shall be a Company incorporated /registered in India under Companies Act 1956/2013/ proprietorship/ partnership firm/ Limited Liability Partnership (LLP).</p>
	b	<p>(i) The Bidder shall have a positive Net Worth at the end of the financial year i.e. FY 2020-21 OR FY 2021-22.</p> <p>(ii) The Bidder shall submit Audited financial statements for Three years [(2018-19, 2019-20 & 2020-21) OR (2019-20, 2020-21 & 2021-22) by CA</p>
	c	<p><u>Projects Experience</u> The bidder shall have experience of marketing and selling of different telecom products for a govt. customer</p>
	d	<p><u>Quality Certifications:</u> Quality certifications like ISO certificate relevant to the area of business/experience, if any</p>
	e	Undertaking for willingness to work with ITI Ltd as per EOI terms and conditions
	f	<p><u>Blacklisting</u> Bidder shall submit self-declaration(s) that the bidder or any of the promoters/directors/partner or member not blacklisted 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 issue of this EOI. Undertaking in this regard to be submitted</p>

g	<i>Bidder should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment. Undertaking in this regard to be submitted.</i>
h	<p>Bidder shall give an undertaking as below:</p> <p>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.</p>
i	The bidder must comply with all relevant statutory / regulatory guidelines issued by GOI as applicable (Undertaking in this regard to be submitted).
j	<p>Bidder should submit relevant copy of work order, completion certificate from client or CA certified copies to be submitted as a proof of receipt of payment and a self-certificate with proper contact detail of clients along with PO reference and amount supplied (Details of End User - Firm Name, Contact person, Designation, Telephone Number, Fax, Official mail id etc.).</p> <p>The same should be issued by authorized signatory of bidder. Projects executed by bidder's group of companies shall not be considered. For completed project, satisfactory completion certificate need to be submitted. In case of ongoing works, the project completion status document from customer need to be submitted.</p> <p>ITI Ltd reserves the right to verify the correctness of the client certificates (PO Copies/Work orders) and any other information submitted by the bidder in his offer. In case of any wrong information submitted by bidder, the bid will be rejected and subsequently the bidder will be blacklisted from doing any business with ITI Ltd.</p>

	<p>k</p> <ul style="list-style-type: none"> • Channel partner is expected to examine all instructions, forms, terms and conditions and furnish all information required as per the EOI Document and its corrigendum. • It would be deemed that prior to the submission of Proposal; the Channel partner has made a detailed examination of the terms and conditions of the EOI document and its corrigendum (if any). • This EOI does not constitute any form of commitment on part of ITI Ltd. ITI Ltd reserves the right not to consider any or all the proposals received or stop the process of EOI at any stage, if it is not meeting its business objectives. • A prospective Channel partner, requiring any clarification on the EOI Document shall notify ITI Ltd in writing at ITI Ltd's mailing address indicated in the EOI Document. • Any clarification issued by ITI Ltd in response to query raised by prospective Channel partner shall form an integral part of EOI document. • ITI Ltd may amend the EOI Document based on inputs provided by Channel partner that may be considered acceptable in its sole discretion and such changes shall be notified on the ITI Ltd's website. • ITI Ltd reserves the right for non-consideration of Proposals if the Proposals are submitted without taking into account these amendments/clarifications
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<p>4(ii) Gen eral</p>	<p>Please provide compliance for the following clauses</p>
<p>1</p>	<p>Roles and Responsibilities of the parties:</p> <p>The broad roles and responsibilities of Channel Partner are as follows. In case any activity is not explicitly defined then the same will be settled on mutual agreement basis.</p> <p>A ROLES AND RESPONSIBILITY OF THE EMPANELLED CHANNEL PARTNER:</p> <p>The successful Channel Partner has to provide as under:</p> <ol style="list-style-type: none"> 1. Securing Business in consultation with ITI Ltd at their own cost, acting as strategic partner of ITI Ltd. 2. Make all investments in purchase of product and service of ITI Ltd and acquisition and execution of projects with customers. 3. Channel Partner shall deploy and provide their qualified and experienced personnel as may be required to perform the sales of product & services at its own cost. 4. Channel partner will interact with ITI Ltd regularly. They will also meet the clients on behalf of ITI Ltd for business development activities. 5. Channel Partner will attend monthly Coordination Committee meetings with the Nodal Officer/ in charge of the ITI Ltd and submit the progress report of the work, orders and future business potentials.

	<p>6. If after selection, Channel Partner fails to fulfil his part of the work to the satisfaction of ITI Ltd, then ITI Ltd shall have the right to terminate the contract and get the same executed departmentally or by other agencies at the risk and cost of selected Channel Partner.</p> <p>7. 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 channel partner at latter's cost and expenditure.</p> <p>B ROLES AND RESPONSIBILITY OF ITI Ltd:</p> <ol style="list-style-type: none"> 1. ITI Ltd shall provide all support and enforcement to help arrangement of the product and service and all approvals as may be required for execution of the said opportunity. This shall include but not limited to the following: 2. ITI Ltd will plan for the manufactured products and services as per business projection/forecast submitted by the Channel partner. Manufacturing and supply by ITI Ltd shall be done against firm order from the customers or Channel Partner. 3. ITI Ltd shall provide a conducive organizational atmosphere for the set up to arrange for the product and the service. 4. ITI Marketing team will have Regular Business discussions with Channel Partner for assessing market requirements. 5. The marketing team of ITI Ltd will timely inform and align with the concerned units for getting product and service readiness. 6. ITI Ltd will arrange for product and service demonstration on need basis to channel partner and client. 7. ITI Ltd will extend full support to the channel partner in business development activities with potential customers. It will provide necessary technical brochures and pamphlets. The presentation and Demo for the products & services will be arranged as per mutual convenience. 8. ITI Ltd shall hold monthly coordination committee meeting to resolve any issues related to products and service implementation through mutual discussions in good faith.
2	The channel partner shall co-ordinate between ITI Ltd and end customer till completion of the supply order.
3	Installation & Commissioning charges for telecom products & services of ITI Ltd will be charged separately and will be decided during the ordering process.
4	For overseas orders, I&C and AMC is not the responsibility of ITI Ltd.
5	With regard to repairs and after sales service of equipment, if it is within India, the equipment will be sent to ITI Ltd factory which handles the respective products & services and it will be repaired and sent back. During warranty the equipment will be repaired free of cost. Post warranty repair charges will be borne by the user. Freight and insurance will be to the account of buyer.

6	<p>Channel partner can do the selling as per any of the following business models:</p> <ol style="list-style-type: none"> 1. Channel Partner can buy the product & services as per ITI Ltd prices and sell the same at the prices finalized by the channel partner 2. Channel partner gets the order in the name of ITI Ltd for selling ITI Ltd products & services and payment to be done to ITI Ltd directly from buyer
7	Bidder shall use their manpower to discuss with customer to get the orders by arranging their own logistics.
8	Bidder shall discuss with the customer for getting purchase orders on nomination basis to offer the products & services listed at Annexure-V. The minimum period for the delivery schedule should be 60 days
9	<p>Delivery Schedule:</p> <ul style="list-style-type: none"> • Delivery Schedule as per the end customer requirement or 60 days whichever is longer • Period of execution shall be in line with the end customer requirement • Delivery of the products/services shall be made by ITI Ltd to the Channel partner in accordance with the mutually agreed terms. • The goods once procured shall remain at the risk and responsibility of the Channel partner until delivered to the end customer.
10	<p>Payment Terms:</p> <ul style="list-style-type: none"> • The product and services will be delivered by ITI Ltd to the Channel partner against Payment by the channel partner or directly by the customer as the case may be. <p>Payment to Channel Partner</p> <ol style="list-style-type: none"> i. If order is placed by End Customer directly to ITI Ltd: <ol style="list-style-type: none"> a. Payment Terms to End Customer - Payment will be 70% advance and 30% on dispatch both through LC, if the order is within India b. Payment Terms to Channel Partner – The commission to the channel partner will be released after receipt of 100% payment from end customer. ii. If order placed by Channel Partner to ITI Ltd, the channel partner will not get any commission. He will only buy the equipment/ service and sell within India or overseas. <ul style="list-style-type: none"> • Commercial terms for a specific opportunity brought in by Channel partner would be arrived at on a mutually agreeable contract/terms between the two parties. <ol style="list-style-type: none"> a. 100% payment to ITI Ltd shall be through LC, if it is an overseas order. LC charges will be to the account of buyer b. Payment will be 70% advance through LC and 30% on dispatch through LC, if the order is within India. LC charges to the account of buyer c. Delivery will be ex-works. d. Freight and insurance will be to the account of buyer.

	<ul style="list-style-type: none"> • If the order is received in the name of ITI Ltd, payment of commission on the order value, to channel partner will be released, after ITI Ltd getting 100% payment from end customer. • If the channel partner wishes to buy ITI Ltd manufactured product and sell it to different customers, commission is not applicable and he is free to sell it at any rate.
11	The rates being offered to the customer by partners should have prior approval of ITI Ltd.
12	For the orders where there is no further investment required, the Bidder shall propose the rates as per the approval of ITI Ltd. In case of any investment is required in the process for any specific customer, the same has to be discussed with ITI Ltd in advance. If ITI Ltd is not willing to invest for the requirement, the bidder in such cases, take the responsibility for providing the required equipment and ITI Ltd shall provide only its own products.
13	If any particular customer's ITI Ltd's products & services requirement is being addressed simultaneously by more than one Bidder, then the intimation from the Vendor whoever first gives in writing (mail or letter) will be considered for business share to avoid any confusion.
14	As ITI shall be addressing all open tenders (public & private) related to its products & services, Bidder shall not claim any share on those. (Undertaking may be submitted)
15	Commission will be offered to the channel partner on successful completion of sales & after receipt of 100% payment by ITI Ltd. Billing will be done directly to the customer
16	Fixed percentage of the Purchase order value (after all the taxes) will be given to the bidder on back to back basis.
17	Necessary records may be maintained as required by ITI LTD and to be made available whenever required by ITI LTD for claiming payments from ITI LTD.
18	ITI LTD intends to select more than one partner for marketing of its products & services.
19	The performance of the Bidder shall be reviewed once in three months. The Bidder has to submit relevant details of their proposals made with the customers and their PO status.
20	Liquidated Damage (LD), if any imposed on ITI for the reasons related to the channel partner shall be carry forwarded to channel partner.
4(iii)	Checklist of documents/information to be submitted:
a.	Company Profile
b.	Certificate of Incorporation as per clause 4(i) a
c.	Memorandum & Articles of Association
d.	Audited financial statements for Three years [(2018-19, 2019-20 & 2020-21) OR (2019-20, 2020-21 & 2021-22) by CA as per clause 4(i) b (ii)
e.	Auditors Net worth certificate & Turnover certificate signed by the company's Auditors/ CA as per clause 4(i) b (i)
f.	Quality certificate if any as per clause 4(i) d
g.	Undertaking as per clauses 4(i) e, f, g, h, i, j, k, l in company letter head
h.	GST Registration Certificate or valid exemption certificate
i.	Copy of PAN Card
j.	CIN (Corporate Identity Number), if applicable

k.	Valid Power of Attorney on Rs.100/- Stamp Paper along with board of resolution for authorizing the person signing the bid for this EOI.
l.	List of Directors / CEO / COO including their name (s) and address(s) Director Identification Number [DIN] of all the Directors. Corporate Identity Number [CIN].
m.	Undertaking in letter head to indemnify ITI LTD from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc.
n.	Bidders Details as per Annexure I
o.	Clause by clause compliance of EOI terms including eligibility, scope, special conditions, general condition and all other terms and conditions with references to supporting documents as per Annexure II
p.	Turnover & Experience Details as per Annexure III
q.	Work Experience Details as per Annexure III A
r.	Pre-Contract Integrity Pact as per Annexure-V a) "Bidders participating in the EOI have to agree to sign Integrity Pact on placement of order / contract" b) "Those bidders who are not willing to sign Integrity Pact will not be considered for bid opening"
s.	EOI documents along with corrigendum to be signed and stamped by the bidder as acceptance of all the terms and conditions and same to be submitted along with bid documents. (soft copy)
t.	Non-Disclosure Agreement as per Annexure - VI

	Financial Bid	As per https://itilimited.euniwizarde.com/ portal	
4(iv)	a.	Product name	Commission required for channel partner in percentage on basic unit price

5. Terms & Conditions of Empanelment:

- ITI Ltd intends to shortlist a panel of empaneled channel partners for marketing of products & services being manufactured by ITI Ltd
- The responsibility of exploring the opportunity will lie with the ITI partners.
- Empanelment is for individual companies and no consortium empanelment will be considered.
- The empaneled partners will be reviewed quarterly and those partners who did not generate any business for ITI Ltd will be removed from empanelment. Parameters like progress against business target, progress of allocated projects and performance under the domain applied for empanelment

shall be considered for performance review.

e) Commission offered will be firm throughout the contract irrespective of reason, what so ever, including the exchange rate fluctuation.

f) **The process of evaluation will be as below:**

All the bids will be scrutinized for turnover and experience. The PO copies/experience certificates submitted by the vendors will be cross verified with the issuing authorities/clients. After due evaluation the vendor will be empaneled as channel partner. The commission will be decided on L1 basis. The least commission for a particular product will be finalized. ITI reserves the right not to consider any bid if the commission required is not feasible for ITI for any particular product.

Note:

1. The Bidding (For both Technical and Financial Part of the Bid) would be subjected to an On-line / e-Tendering process. The prospective Bidders are requested to go through <https://itilimited.euniwizarde.com/> to understand the entire e-Tendering Process and follow the Registration and Bidding Process on <https://itilimited.euniwizarde.com/> as defined in the document. In case of any clarifications on e-tender portal, bidders may contact the portal helpdesk of <https://itilimited.euniwizarde.com/>.
2. The Technical Bid and financial bid shall be uploaded in e-procurement site of ITI Limited (<https://itilimited.euniwizarde.com/>). For submission of online bid and procedure to be followed, visit <https://itilimited.euniwizarde.com/>.
3. ITI's Tender document can be downloaded from ITI web site www.itilttd.in or CPP portal www.eprocure.gov.in. For uploading the bid proposal, all vendors have to register in our eProcurement portal (<https://itilimited.euniwizarde.com/>). When submitting the bid please state the tender ID.
4. Any clarifications regarding the tender can be obtained from CMR- Product Mktg, F-100, II Floor, East Wing, ITI Limited, Corporate Marketing, Dooravaninagar, Bengaluru- 560016
Ph : 9337892230 / 9535325537 Web: www.itilttd.in email : shethy_bbsr@itilttd.co.in, vrsakum_crp@itilttd.co.in
5. Technical bids will be opened at **4.30 PM on 17/10/2023**
6. Financial Bid opening will be done after the evaluation of Technical bid (Only for technically qualified bidders).
7. Bid offered should be valid for a period of 180 Days from the date of opening of EOI response.

8. Conditional offers are liable for rejection.
9. ITI LTD will not consider any or all of the bids if they are not meeting EOI requirements.
10. The EOI will be cancelled by ITI LTD at any point of time without assigning any reason
11. Any company/Establishment/Entrepreneur who is interested and meets the eligibility conditions may submit its proposal by email on any working day. ITI Ltd will examine the proposal and decide on case-to-case basis, the request for empanelment. ITI Ltd would, however, reserve the right of periodic review of the entire policy or any elements thereof based on its business needs.
12. Nothing in this EOI would restrict ITI Ltd to invite separate bids and offers for any goods and services. This EOI is only to facilitate a method of business and would not be restrictive in any manner to ITI LTD or any of its associates to do business.
13. ITI LTD may at its discretion reject any offers received for empanelment without assigning any reasons.
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.
15. **Cost of EOI:** The bidder shall bear all costs associated with the preparation and submission of his offer against this EOI, including cost of presentation for the purposes of clarification of the offer, if so desired by ITI LTD. ITI LTD will, in no case be responsible or liable for those costs, regardless of the conduct or outcome of the EOI process.
16. **Amendment of EOI:** At any time prior to the last date for receipt of offers, ITI LTD, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI document by an amendment. In order to provide prospective bidder reasonable time in which to take the amendment into account in preparing their offers, ITI LTD may, at their discretion, extend the last date for the receipt of offers and/or make other changes in the requirements set out in the Invitation for EOI.
17. **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.
18. ITI LTD will not consider any or all of the bids if they are not meeting EOI requirements.
19. ITI LTD may at its discretion reject any offers received for empanelment without assigning any

reasons.

20. ITI's Tender document can be downloaded from ITI Ltd web site www.italtd.in. For uploading the bid proposal, all vendors have to register in our eProcurement portal (<https://italimited.euniwizarde.com/>).

6. Other Terms and conditions:

1. Confidentiality

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

2. Transparency

All procuring authorities 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.

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

4. Arbitration:

- 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 contractor 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.
- The award of the arbitrator shall be binding upon the parties to the dispute.
- Subject as aforesaid, the provisions of Arbitration and reconciliation Act 1996 (India) 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.

- Work under the contract shall be continued during the arbitration proceedings.
- 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 contractor.
- The arbitration location will be at Bengaluru

5. **Set Off:** Any Sum of money due and payable to the supplier under this contract may be appropriated by the purchaser or any other person contracting through the ITI LTD and set off the same against any claim of the purchaser for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the purchaser.

6. The interested partner may like to discuss the customer tender related information, EOI Bidding Conditions, Bidding Process and clarifications, if any with the Chief Manager – Product Marketing

7. **Intellectual Property Rights:**

- All deliverable, outputs, plans, drawings, specifications, designs, reports and other documents and software submitted by the contractor under this contract shall become and remain the property of the procuring entity and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without the procuring entity's prior written consent.
- The contractor shall, not later than upon termination or expiration of this contract, deliver all such documents and software to the procuring entity, together with a detailed inventory thereof.
- The contractor may retain a copy of such documents and software but shall not use it for any commercial purpose.

8. **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.

9. In the event that ITI is required to provide demonstration or working of the product to their buyers, the same shall be arranged by the system integrator at latter's cost and expenditure.

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

11. **PROGRESS REPORT:**

Channel partner shall, compile, prepare and submit on time, periodical progress reports (monthly or as required by ITI LTD) on the progress of Business orders, delivery and implementation of services on related projects where ITI LTD products & services are to be utilized.

ITI LTD **will have the** right to empanel more than one channel partner for every product or Channel partners may be empanelled depending upon geographical area/location.

12. TERMINATION FOR DEFAULT:

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

- If the Channel partner fails to perform any obligation(s) under the Contract
- If Channel partner, 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 Channel Partner 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.

13. FORCE MAJEURE:

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

14. TERMINATION FOR INSOLVENCY:

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

15. Purchaser's Right to accept any bid and to reject any or All Bids or to cancel the EOI: ITI LTD reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.

16. Amendment of EOI: At any time prior to the last date for receipt of offers, ITI LTD, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI document by an amendment. In order to provide prospective bidder

reasonable time in which to take the amendment into account in preparing their offers, **ITI LTD** may, at their discretion, extend the last date for the receipt of offers and/or make other changes in the requirements set out in the Invitation for EOI.

17. 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.

Bidders Profile

1.	Name and address of the company				
2.	Contact Details of the Bidder (Contact person name with designation, Telephone Number, FAX, E- mail and Web site)				
3.	Area of business				
4.	Annual Turnover for financial years (Rs in Cr)	2018-19	2019-20	2020-21	2021-22
5.	IT Turnover for 3 financial years (Rs in Cr)	2018-19	2019-20	2020-21	2021-22
6.	Positive Net Worth as on 31.03.2021 or 31.03.2022				
7.	Date of Incorporation				
8.	GST Registration number				
9.	PAN Number				
10.	CIN Number, if applicable				
11.	Number of manpower in company's rolls				

Compliance Statement

S.No	Clause No.	Clause	Compliance (Complied/ Not Complied)	Remarks with Documentary Reference

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.

Turnover & Experience Details

Average Annual Turnover (T.O.) of the Applicant during last 3 financial Years	
Experience of completed works of each project value of Rs. (in the area of interest)	
Please specify your area of interest as per the products/services mentioned in Annexure IV (Product /Services List)	
Willingness to undertake Business volume up to Rs.	

Annexure-III A

Work Experience Details – project wise

Sl. No	Information Required	Details
1	Name of the project	
2	Customer Name & Contact Details	
3	PO No & Date	
4	Commissioning Date	
5	Role of bidder	
6	Value of the project	
7	Brief Description of the project	

Various Products/Services of ITI Limited:

1. 40 / 33 mm PLB HDPE Duct (TSEC Specified)
2. 32 / 26 mm PLB HDPE Duct
3. 50/42 mm PLB HDPE Duct
4. 24F Armored OFC
5. 48F Armored OFC
6. 24F Metal free OFC
7. 48F Metal free OFC
8. 96F Metal free OFC
9. 24F ADSS OFC
10. 48 F ADSS OFC
11. 48F Ribbon type OFC
12. 96F Ribbon type OFC
13. ITI SMAASH PC
14. ITI Smash Laptop
15. Solar Photovoltaic Module
16. Digital Mobile Radio
17. Electronic Voting Machine
18. Portable Ventilator
19. GPON OLT
20. GPON ONT
21. Smart Energy meters
22. Smart Cards
23. Outdoor Wi-Fi Access Point
24. Data Center services
25. Telecom Labs services
26. Contract manufacturing services
27. Startup hub services
28. Any other mutually agreeable product and services



PRE-CONTRACT INTEGRITY PACT

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

EOI No.....

This Integrity Pact is made onday of 2023

BETWEEN:

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

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

Preamble

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

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

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

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

SECTION 1 – COMMITMENTS OF THE PRINCIPAL

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

- a. No employee of the Principal, personally or through family members, will in connection with the EOI for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.
- b. The Principal will, during the EOI process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the EOI process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/ additional information through which the bidder(s) could obtain an advantage in relation to the EOI process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons. If the principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Actor if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

SECTION 2 – COMMITMENTS OF THE BIDDER / CONTRACTOR

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

- a. The bidder(s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the EOI process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever (during the EOI process or during the execution of the contract).
- b. The bidder(s)/contractor(s) will not enter with other bidders/ contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices,

specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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

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

If the Bidder(s)/Contractor(s), during EOI process or before the award of the contract or during execution has committed a transgression in violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify Bidder(s)/Contractor(s) from the EOI process.

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

The Bidder(s)/Contractor(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack

of any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.

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

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

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

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

SECTION 4 – PREVIOUS TRANSGRESSION

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

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

SECTION 5 – COMPENSATION FOR DAMAGE

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

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

SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS

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

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

6.3 The Principal will disqualify from the EOI process all bidders who do not sign this Integrity Pact or violate its provisions.

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

7.1 If the Principal receives any information of conduct of a Bidder(s)/Contractor(s) or sub-contractor/ sub-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 Javeed Ahmad, IPS(Retd.)
M-1101, Shalimar Gallant Apartment
Vigyanpuri, Mahanagar, Lucknow-226006

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

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

- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Bidder(s)/Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.
- 8.5 The Monitor will submit a written report to the Chairman & Managing Director of the Principal within to weeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.6 If the Monitor has reported to the Chairman & Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director of the principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 8.7 The word 'Monitor' would include both singular and plural.

SECTION 9 - FACILITATION OF INVESTIGATION

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

SECTION 10 - LAW AND JURISDICTION

- 10.1 The Pact is subject to the Law as applicable in Indian Territory. The place of performance and jurisdiction shall the seat of the Principal.
- 16.1 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

For BIDDER(S)/CONTRACTOR(S)

.....

.....

Name Designation

Name Designation

Witness

1.

1.

2.

2.

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

XXX information relates 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

ITI information relates to business, financial and technical data related to its system engineering, 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) XXX 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

XXXXX

Phone :

Fax :

Email ID : shethy_bbsr@itilttd.co.in, vrsakum_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) Arbitration: If a dispute arises out of or in connection with this agreement the parties agree to submit that dispute to arbitration under the ICADR, Arbitration Rules, 1996. Such dispute(s) or differences shall be referred to and settled by an arbitral tribunal comprising of three (3) arbitrators, one to be appointed by each party, and the third arbitrator to be appointed by both the selected arbitrators. In case any party fails to appoint an Arbitrator within 30 days from the date of receipt of the request to do so from the other party; or the appointed arbitrators fail to agree on the third arbitrator within 30 days from the date of their appointment, then the appointment shall be made, upon the request by the party, by the ICADR.

The International Centre for Alternative Dispute Resolution will provide administrative Services in accordance with the ICADR Arbitration Rule, 1996.

The language of Arbitration proceedings shall be English.

The place of Arbitration proceedings shall be Bangalore, Karnataka.

(f) 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.

(g) 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.

(i) Neither Party will, solicit or attempt to solicit, either directly or indirectly, with an employee or contractor of the other during the term of this Agreement and for a period of one (1) year after termination 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.

ARTICLE 14. DPE Guidelines:

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

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

Address