

**NOTICE INVITING EOI FOR SELECTION OF SYSTEM INTEGRATOR
CUM CONSORTIUM PARTNER FOR ADDRESSING BUSINESS
OPPORTUNITY FOR ACCESSIBILITY OF INTERNET CONNECTIVITY
FOR AN INTERNATIONAL PROJECT**

Ref: ITI/CORP/MKTG/OFC/2023

Date: 20-09-2023



**ITI LIMITED
Corporate Marketing,
Corporate Office,
ITI Bhavan,
Dooravaninagar, Bangalore-560016
CIN No: L32202KA1950GOI000640**

Website: www.itiltd.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 like ISRO.

ITI Limited has been undertaking various projects in all fields of telecommunications and information technology and also continuously deploying new technologies in the field of Telecom, ICT, Networking, e-Governance etc. ITI LTD has diversified its operation and has been executing projects in the field of Smart Infrastructure (Smart Cities, Safe Cities, Smart Energy Meters, Smart Classrooms, Smart Poles etc), Bharatnet etc. ITI LTD has been executing projects in latest technologies like GPON, OLT, ONT, OFC, HDPE etc.

ITI LTD would like to address a business opportunity for accessibility of internet connectivity for a Govt customer outside India.

In this connection ITI Limited, invites sealed Expression of Interest (EOI) from eligible bidders as a System Integrator cum Consortium partner to work with ITI LTD on back to back basis for addressing the above business opportunity and implementing the project as per their scope of work finalized with ITI LTD.

2. Important Dates

Date of EOI Upload	20-09-2023
Due Date for Submission of EOI	11-10-2023 4 PM
Technical Bid Opening	11-10-2023 4.30 PM
Bid security (EMD)	Rs. 1,00,00,000
ITI LTD Contact Person	Chief Manager- Mktg, ITI Limited, Corporate Marketing, ITI Bhavan, Corporate Office Dooravaninagar, Bengaluru– 560016, email: vrsakum_crp@itiltd.co.in , shethy_bbsr@itiltd.co.in Mob: 9535325537/ 9337892230

3. Scope of Work

The scope of work includes Design, supply and installation of submarine cable system extension to connect the customer site/virtual CLS, including undertaking of physical path survey, creating a digital twin, finalisation of BoQ and route clearance from respective authorities, including the

extension of bandwidth from cable landing station and installing repeaters to cover a distance of 6000 kilometers and maintain the bandwidth and Network Operation Center (NoC) operations.

For detailed scope of work & Bill of Material, NDA may be signed and submitted to ITI LTD.

4. Eligibility Criteria

4(i)	Eligibility Criteria of Applicants	
	a	<p><u>Company Profile:</u></p> <p>The Bidder shall be Company incorporated /registered in India under Companies Act 1956/2013/ proprietorship/ partnership firm/ Limited Liability Partnership (LLP).</p>
	b	<p>The average annual turnover of the bidder, during last three Financial Years, (2019-20, 2020-21, 2021-22) should be a minimum of Rs. 500 Cr.</p>
	c	<p><u>Experience:</u></p> <p>The bidder must have experience in OFC laying Business and should have commissioned and completed during last seven years, projects of the following nature:</p> <ol style="list-style-type: none"> Three similar works each costing not less than the amount equal to Rs. 270 Cr or Two similar works each costing not less than the amount equal to Rs. 340 Cr or One similar works each costing not less than the amount equal to Rs. 540 Cr <p>Similar works means projects involving experience in providing and laying of OFC Network for Telecom</p> <ol style="list-style-type: none"> Which include experience in Supply, Installation and maintenance of large government OFC networks and NoC setup and integration including Remote Fiber Management System. The details of the projects executed by the company shall be given in the EOI response. Experience in SITC of telecom network in which laying of underground OFC for a minimum of 3000 km is completed in a single project.
	d	<p>The bidder should have positive networth as on 31st March, 2022.</p>
	e	<p>Quality Certification ISO 9001:2008/ ISO certificate 9001:2015 and ISO 27001 for Quality Management System which should be valid as on bid submission date.</p>

	f	Undertaking for willingness to work with ITI LTD as per end customer requirement/EOI etc. terms and conditions
	g	<p><u>Blacklisting</u> Bidder shall submit self-declaration(s) that</p> <ul style="list-style-type: none"> • they are not ineligible / banned / blacklisted in any manner whatsoever by any of the State or UT and or Central Government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice or convicted of economic offence in India for any reason as on last date of bid submission. • they don't have any ongoing litigation/cases/arbitration which will have any impact on our ability to provide services under the proposed EOI. • their bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief. <p>Undertaking in this regard to be submitted</p>
	h	Undertaking expressing willingness to sign project specific MOU with ITI LTD
	i	Undertaking to submit EMD of Rs. 1 Cr in the form of Bank Guarantee while submitting the proposal to the customer as per the requirement of the customer & undertaking to submit Performance Bank Guarantee to customer/ITI LTD (as decided by ITI LTD) as per Customer PO terms & conditions. Where ITI LTD is exempted from providing EMD & PBG or allowed to submit Corporate Guarantee in place of Bank Guarantee to customer, bidder has to provide EMD (while submitting the proposal to the customer) & PBG to ITI LTD as per customer PO terms.
	j	The Bidder to bring OEM for different equipment who meets the OEM eligibility criteria as per customer requirement. Undertaking in this regard to be submitted from OEM/MAF.
	k	Bidder should undertake to comply all the customer project requirements including technical specifications
	l	Bidder should submit write up on Implementation Plan and capability (technical and financial) on how the project will be executed by the bidder

	m	<p>Bidder should submit 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.). The same should be issued by authorized signatory of bidder.</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.</p> <p>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>
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4(ii) General	Please provide compliance for the following clauses	Compliance Yes / No
1	ITI LTD reserves the right to quote & supply ITI LTD manufactured products (in full or partial quantity) if BOM of Project contains ITI LTD manufactured products	
2	ITI LTD reserves the right to undertake the supplies of the order quantity of the products that are being manufactured by ITI LTD.	
3	ITI LTD reserves the right to undertake services likes installation and commissioning activities, Annual Maintenance Contract (AMC) etc. up to 50%	
4	<i>ITI LTD reserves the rights to split the balance orders (after taking out the ITI LTD portion) in 70%: 30% ratio between H1 and H2 (Highest margin bidders) for speeding up the work, provided H2 bidder matches H1 margins offered, and wherever technically feasible. (Not Applicable for this EOI)</i>	
5	All activities like Proof of concept/demo on “No Cost No Commitment” (NCNC) basis wherever applicable will be the responsibility of bidders. In case of delay EMD will be forfeited.	
6	Bidder should be willing to impart required training to ITI LTD engineers for undertaking services & execution of project	
7	Bidder will be responsible for any shortcoming in the BOM and the same should be rectified free of cost	
8	<i>Bidder should be willing to provide ToT for manufacture of offered products in ITI LTD if the bidder is an OEM. Bidder/OEM shall give an undertaking for doing contract manufacturing of their proposed product</i>	

	<i>at ITI LTD manufacturing plant. (Not Applicable for this EOI)</i>		
9	Bidder should be willing to sign an exclusive agreement with ITI LTD for smooth execution of the project. If the project requires a partnership with a local company in that country, the same to be arranged by the bidder.		
10	All commercial terms will be as per the customer requirement/PO.		
11	Earnest Money Deposit (EMD) required for submitting the bid will be borne by the selected bidder.		
12	<i>Performance Bank Guarantee (PBG) will be shared among all the work executing bidders depending upon the ratio of order value (Not Applicable for this EOI)</i>		
13	Delivery Schedule: Delivery Schedule as per the customer PO on back to back basis		
14	LD Clause: LD shall be as per ITI LTD Clauses (@ 0.5% of order value per week of delay or part thereof subject to a maximum of 10% of the undelivered portion/ the order value (if the item(s) cannot be used unless full supply is made) or to cancel the order and purchase the materials from alternative source at the risk and cost of the supplier) OR as per the customer PO clause whichever is higher.		
15	Payment Terms: a) Payment terms will be as per customer PO and will be done through an Escrow account on back-to-back basis. b) Payment to the vendor shall be done after deduction of all <ul style="list-style-type: none"> i. LD/recoveries imposed by customer (if any) ii. ITI LTD's margin If there is any issue, vendor have to write to ITI LTD with all the explanation & supporting documents.		
16	The bidder shall give an undertaking for the following: <ul style="list-style-type: none"> a. To extend a fully back to back partnership b. To support ITI LTD as a SI partner and submit the proposal c. To support ITI LTD for preparation of the proposal, clarifications, technical presentations and any other requirements as per customer requirement. d. To make all arrangements and carry out Proof of Concept (PoC) at bidder's cost e. To submit EMD as per customer requirement & PBG as per customer PO on fully back to back basis 		
4(iii)	Checklist of documents/information to be submitted:		
	a.	Company Profile	
	b.	Certificate of Incorporation	
	c.	Memorandum & Articles of Association	

d.	Audited financial statements for last Three years (2019-20, 2020-21, 2021-22) CA certificate
e.	Auditors Net worth certificate
f.	PO & Client certificate in this regard shall be submitted for proof of experience
g.	Undertaking in company letter head
h.	1. ISO 9001:2008/ISO certificate 9001:2015 2. ISO 27001 3. CMM Level 3/5, if any
i.	GST Registration Certificate or valid exemption certificate
j.	Copy of PAN Card
k.	CIN (Corporate Identity Number), if applicable
l.	Authorization letter in the company letterhead authorizing the person signing the bid for this EOI and Power of Attorney (POA) supported by Board Resolution
m.	Undertaking in letter head to indemnify ITI LTD from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc.
n.	Undertakings in Company letter head as per Annexure I
o.	Bidders Details as per Annexure II
p.	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 III
q.	Work Experience Details – project wise as per Annexure - IV
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.	Manpower details with OEM certification/ CLS experience
t.	Brief technical literature of the offered equipment
u.	NDA as per Annexure VI

4(iv)	Financial Bid
	Consolidated Margin Offered (Scope of work is as per the customer requirement) in percentage (%) on ITI LTD billing value (Excluding Taxes) (Please also refer note 10, 11 & 12 below) (Please refer the financial bid format at portal)

5. Special Conditions of EOI:

- a. Advance will be paid to the back-to-back partner, if ITI LTD is eligible to get advance from the customer being a front end bidder after submission of 110% of Advanced Bank Guarantee (ABG).
- b. The selected SI, who has partnered with ITI LTD for a particular project shall not partner with any other lead bidder for the same project

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 LTD's Tender document can be downloaded from ITI LTD web site www.itiltd.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 EOI can be obtained from Chief Manager – Marketing, Corporate Office, Corporate Marketing, ITI Limited, Corporate Marketing, Dooravani Nagar, Bengaluru– 560016, email: vrsakum_crp@itiltd.co.in , shethy_bbsr@itiltd.co.in, Mob: 9535325537 / 9337892230
5. Technical bids will be opened at **4.30 PM on 11-10-2023**
6. Financial Bid opening will be done after the evaluation of Technical bid (Only for technically qualified bidders).
7. Bid 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. The Bidders should give Clause by clause compliance (as per annexure III) of EOI with references to supporting documents; otherwise the offers are liable for rejection.

10. Payment to the successful bidder shall be made after deducting the offered margin and the statutory taxes payable to the Govt (Penalties if any levied by the customer will be passed on to the Successful bidder), only after the receipt of payment from the customer.
11. Margin offered should be firm throughout the contract irrespective of reason, what so ever, including the exchange rate fluctuation.
12. SI will be selected on the highest margin offered to ITI LTD.
13. **Indemnity:** The vendor 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 attributable to the partner shall be borne by the partner
14. **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
15. **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.

16. The interested SI may like to discuss the customer project related information, EOI Bidding Conditions, Bidding Process and clarifications, if any with the Chief Manager - Marketing.
17. Consortium bids along with local country partner must be submitted as per the local country law
18. Companies interested to associate with ITI Ltd for this project shall have specialization and experience in Supply, Installation and maintenance of large government OFC networks projects. The details of the projects executed by the company as per the EOI eligibility requirement shall be given in the EOI response.
19. ITI will not consider any or all of the bids if they are not meeting EOI requirements.
20. Bidders participating in the EOI have to agree to sign Integrity Pact on placement of order / contract.
21. Those bidders not willing to sign Integrity Pact will not be considered for bid opening.

22. 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.

23. 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 may authorize in writing) after receipt of the default notice from the ITI
 - If selected Channel Partner fails to fulfill its part of the work to the satisfaction of ITI, then ITI 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 to meet conditions precedent.

24. 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 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.

25. TERMINATION FOR INSOLVENCY:

ITI 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

26. **Late offer:** Any offer received after the prescribed timeline shall be rejected and shall be returned unopened to the Companies.
27. **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.
28. 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 system integrator at latter's cost and expenditure.
29. **Cost of EOI:** The bidder shall bear all costs associated with the preparation and submission of his offer against this EOI, including cost of physical route survey/ digital twin creation, 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.
30. **Purchaser's Right to accept any bid and to reject any or All Bids or to cancel the EOI:** ITI Limited 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.

31. **Amendment of EOI:** At any time prior to the last date for receipt of offers, ITI, may, for any reason, whether at its own initiative or in response to a clarification requested by a 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.
32. **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.
33. **Accessibility of EOI Document:** Complete EoI document with terms and conditions is provided in the following websites
 - (i) <http://www.itiltld.in>
 - (ii) <https://itilimited.euniwizarde.com>
 - (iii) <http://eprocure.gov.in>

Undertakings (To be in Bidder's Letter Head)

M/s..... do here by undertake the following

1. are not blacklisted by Central Govt./ any State or UT Govt/ PSU/ organized sector in India
2. to work with ITI LTD as per this EOI and Customer terms and conditions. Also, we agree to implement the project (scope of work as per customer terms and conditions including investment) covering Warranty & post-warranty services, maintenance etc, in the event of ITI LTD winning the contract on back-to- back basis.
3. to submit EMD forin the form of Bank Guarantee and Performance Bank Guarantee (..... % of contract value) to customer/ITI LTD (as decided by ITI LTD) as per Customer PO terms & conditions.
4. that we will be equipped with the required manpower with qualifications, certifications and experience as mentioned in the customer requirement.
5. to get required certificate& support (warranty & post-warranty/maintenance) in the name of ITI LTD from the OEM as per customer requirement.
6. to obtain relevant statutory licenses for operational activities.
7. to sign MoU/Teaming Agreement, Integrity Pact with ITI LTD for addressing the customer requirement as per customer PO terms and conditions.
8. to indemnify ITI LTD from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.
9. to support the offered equipment for a minimum period ofyears including warranty and AMC
10. to supply equipment/components which conform to the latest year of manufacture.
11. The bidder should give certificate 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 the network to malfunction in any manner.

Annexure-II**Bidders Profile**

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

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.

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	



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 liquidated 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-vendor(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-vendors / 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 subcontractor/ sub-vendor/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 IT1 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.

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

SECTION 11 – PACT DURATION

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

If the Bidder(s)/Contractor(s) 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

XXXXXX

Phone :

Fax :

Email ID : shethy_bbsr@itiltd.co.in, vrsakum_crp@itiltd.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 _____

By _____

(Typed Name)

(Typed Name)

(Title)

(Title)

(Signature)

(Signature)

(Date Signed)

(Date Signed)

In the presence of

Witness

1.) Signature

Name

Address

2.) Signature

Name

Address