



Corporate Marketing  
**ITI Limited**  
F-100, II floor, East Wing, BG plant  
Dooravaninagar, BANGALORE – 560016  
CIN No: L32202KA1950GOI000640

**Open EOI for Selection of the “ENTERPRISE MANUFACTURING & BUSINESS ALLIANCE” [EMBA]**

Ref: Corp/ PP/EMBA/20-21/05

Date: 20/04/2021

**Offer: To become a Business Alliance (BA) for tie-up with ITI Ltd. for various Enterprising Manufacturing and Business activities to build Telecom and ITeS Solutions and Infrastructure for Government and Private Enterprises in India and Abroad.**

ITI Limited, the Country’s premier Telecom Company, Multi-Unit Central Public Sector Undertaking equipped with state-of-the-art manufacturing facilities in the field of Electronics and IT, wants to extend this advantage to newer heights of Make in India initiative with various other benefits due to its inherent strength in Telecom Industry.

ITI has also emerged as the country’s leading total turn key solutions provider in comprehensive Telecom and IT segment. It offers complete range of ICT/ITeS products and services covering the whole spectrum of New Generation Switching, Transmission, Access and Subscriber premises equipment. In line with the prevailing technology trends, ITI wants to make new strides in various fields of IoT and to engage itself in manufacture of world class new generation equipment including latest IOT Technologies and customized solutions.

Accordingly, ITI LTD. invites strategic Tie-ups with the world-renowned Companies having their presence in India and offshore and are interested to get associated with ITI to consider ITI as their Manufacturing and Business Alliance Partner for evolving products and services by way of creating synergy through development of equipment and solutions to the needs of customer in India and abroad. This association will include but not limited to Hardware, Software, Networking equipment along with the exchange of technical and professional expertise related with vast horizon of upcoming opportunities including but not limited to Telecom, IT, Medical Equipment and Industrial Automation. This alliance is aimed at synergising the strength of both the entities to serve the end customer better and faster.

The Business Alliance Company (Company) and ITI jointly build a framework for collaboration to explore business opportunities with PSU’s including BSNL, MTNL and other Central Govt. & PPP

initiatives. This may cover collaboration and joint pursuit for (i) Government's Citizen Centric Initiatives such as Smart Cities (ii) Medical Electronics; (iii) Health care and (iv) IOT device manufacturing for mutual benefit.

The major list of the ITI Telecom products and Services is as follows which keeps growing with passing times:

- a. Data Centre and Cloud Services.
- b. Electronics Manufacturing Services
- c. Optical Fibre Manufacturing
- d. OFC Duct Manufacturing
- e. Smart Energy Meter Manufacturing
- f. Solar Panel Manufacturing
- g. GPON Manufacturing
- h. Various Hygiene and Health related products.
- i. Wi-Fi Equipment Manufacturing
- j. Smart Cards.
- k. 3D Printing
- l. Component Screening
- m. Micro PC's
- n. RF Radios
- o. Telecom Systems of various Generations
- p. Sensors, Security Device and Systems
- q. IoT, M2M, Data Centre and Cloud Computing solutions

Salient points regarding eligibility conditions, documents and information required are given below: -

## **1. Eligibility Conditions:**

- 1.1. The applicant company needs to be a Global entity and must have been registered & incorporated under the Indian Companies Act, 1956 or 2013. It is mandatory that the applicant should have a registered office in India for at least last 3 years prior to the date of submission of proposal. Companies that have not completed 3 years of establishment in India may not propose for the MoU.
- 1.2. The company should have a minimum Annual Turnover of INR 2,000 Crore (Indian Rupees Two Thousand Crores)\* during each of the last three financial years in the field of Tele-Communication and IT Related Business, preceding the Financial year of submission of proposal. The company will have to submit a Turnover certificate from the company's Auditors / CA to this effect, clearly stating the turnover from sale of IT/Telecom, Products & Services during each of these three years. The total turnover however, can be met from Company's Indian or Foreign Operations.

- 1.3. In order to provide special impetus to Make in India Efforts towards, BSNL's forthcoming 4G tender, using Indigenous Technology, the Turn over Criteria shall be relaxed to INR 100 Crore for partner seekers for 4G Core and RAN. The overseas presence, shall also not be insisted upon.
- 1.4. The period of non-exclusive Agreement will be for Three years initially from the date of signing the MOU, which may be extended further after mutual acceptance and agreement. However, various commercial agreements will be signed for specific projects with attendant Terms & Conditions mutually agreeable by the strategic partners after following due procedures of ITI Ltd. as per the business needs and requirements of the end customer.
- 1.5. The applicant company must be a global entity having its presence in more than two continents.
- 1.6. The Bank Guarantee/Corporate Guarantee(s) as the case may be, would be required at the time of signing of agreement for specific project, depending on the volume and type of business and the decision on the front bidder and liabilities attached thereto.

**2. List of documents to be submitted as part of the proposal:**

- 2.1. A copy of the Memorandum of association and Articles of Association of the Company.
- 2.2. List of Directors / CEO / COO including their name (s) and address(s) Director Identification Number [DIN] of all the Directors. Corporate Identity Number [CIN].
- 2.3. Certified copy of the Board's / Management's Resolution authorizing the official to sign the MOU.
- 2.4. Specimen signature(s) of authorized official duly attested by company's / Firm's Banker.
- 2.5. A printed copy of the latest Annual Report. In case the printed copy is not available, Xerox copy of the same duly certified by the Company Secretary / Director / Managing Director / Partner of the Company.
- 2.6. Turnover certificate from the company's Auditors / CA mentioning the field of business for the turnover as required under the eligibility conditions.
- 2.7. Company will submit the Non-Disclosure Undertaking/Agreement duly notarized on non-judicial stamp paper of Rs. 100/- in the given format (Annexure-V).
- 2.8. Contact details i.e. Name, email-id, phone no, mobile no, fax no. of responsible person for liaison in this matter.

**3. Company will submit the following information: -**

- 3.1 Field of Expertise and proposed bouquet of Products and Services for business alliance and tie up with ITI .
- 3.2 Details of the Locations/Sites of Manufacturing/Operations.
- 3.3 Office(s) locations Registered office(s). Points of Presence in India & Overseas.
- 3.4 Turnover details (Annual) along with type of Products/Services (i) within India (ii) Overseas
- 3.5 Clients' list w.r.t. Government Departments and other Major Customers served for IT/Telecom Products & other similar Services.
- 3.6 Information, about the company having any interest or substantial equity stakes (any percent) or vice versa in & of any subsidiary, directly or indirectly in any of the other Telecom Equipment Manufacturing Company or their promoters in India.

- 3.7 Any other relevant information.
- 3.8 **Self-certified checklist as per Annexure-III.**
- 3.9 A pre integrity pact as per the enclosed format at **Annexure-IV.**
- 3.10 Non Disclosure Agreement (NDA) at Annexure-V
- 3.11 Declaration of not being under any business barring or blacklisted by any Govt/Quasi Govt/PSU or GST authorities. As per Annexure VI.

#### **4. General Terms and Conditions: -**

- 4.1 The Manufacturing & Business Alliance will have to sign an MOU for three years (or for a period as agreed by ITI) as per enclosed format at Annexure-1. Specific commercial agreements may be signed based on the Business projects to be taken up thereafter.
- 4.2 This Business Alliance is to tie-up non-exclusively by ITI for various ITeS and Electronics Manufacturing related activities, to build Total Solutions / Offerings for Government, Public Sectors and Private Enterprise customers.
- 4.3 This Business Alliance will also aim to work for global business.
- 4.4 Renewal or continuance of the MOU will be based on the performance of the Business Alliance and as per prevailing policy of ITI at that time.
- 4.5 This Alliance policy would be Open Ended and the proposals received would be scrutinised by a standing committee for this purpose and the acceptance of proposals/requests from perspective alliances for entering into MoU would be at sole discretion of ITI Ltd and as per its policy of business. ITI Ltd would not be under any obligation to justify its stand of accepting or rejecting any or all the proposals received by it and may not enter into any correspondence in this regard.
- 4.6 The MOU and other documents of this alliance should not be used by any party as a document of eligibility for any other opportunities without the written consent of the other party
- 4.7 In case, a company/entity having some unique expertise or domain knowledge and qualification with regard to deal with some business prospects of ITI, but not meeting all the pre-qualifications of this EoI, such as Turn Over and Overseas presence, the standing committee may recommend the case for MoU, stating the reasons to do so. The period of MoU may however be limited to a shorter period in beginning to vouch for the genuineness of the special business strengths of such company.

#### **5. Status of Existing Business Agreements:**

- 5.1 As explained in the preamble, this strategic alliance would be non-exclusive and is aimed to leverage the domain expertise and strategic position in the Industry to garner maximum business either as a front runner or as a support associate to provide IT automation and Telecom solutions as per the need and demand of the end customer. This initiative to have a strategic MoU is poised to transform into a platform of opportunities harnessing the potential of each entity through this understanding, of course, without any commercial or legal commitment at this juncture and actual

relevant business transaction agreements may be done centrally or for respective manufacturing and business units of ITI within the ambit of umbrella MoU through this engagement.

- 5.2 The methodology of choosing the alliance before going to business would be based on the quantitative and qualitative business assessment amongst Business Alliances. The comparative bidding may also be resorted to if more Alliance partners are available for the same product, service and experience.
- 5.3 The proposed strategic alliance or MoUs entered in result thereto, would have no impact at all what so ever, on the ongoing business being done in various formats and agreements in different forms and in different business streams with various organisations and individuals in ITI unless specifically mentioned so.

## **6. Submission of Proposal:**

- 6.1 Interested and eligible Companies of world repute, having wide repertoire of Information Technology Services and Telecom Network and Infrastructure Services, such as: Network Planning, Design, Engineering, Rollout, Testing, Operations, Software Development/ Customization/ Installation/Maintenance with expertise in Provision of Software Design, CAD/ CAM/ CAE/OSS/BSS/CRM, supply chain management, ERP, e-Commerce etc. may send in their proposals along with all the requisite Documents as per conditions above, on any working day .

The sealed envelopes of technical bid document mentioning “**EOI for selection of ENTERPRISE MANUFACTURING & BUSINESS ALLIANCE [EMBA]**” to be submitted to

**The AGM(Project & Planning), ITI Limited,  
ITI Bhawan, Dooravani Nager,  
Bengaluru- 560016.**

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

**<http://www.itilttd.in/>**

- 6.2 The Bidders should give Clause by clause compliance (as per checklist at Annexure-III of EOI .
- 6.3 Consortium bids are not allowed.
- 6.4 Disclaimer: ITI 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 and/or any of its officers, employees.

<b>MEMORANDUM OF UNDERSTANDING</b>
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This Memorandum of Understanding (“MoU”) dated ----- (“Effective Date”), by and between **ITI Limited** with its principal place of business at ITI Limited, Dooravaninagar, Bangalore-560016, India (“**ITI**”), and **XYZ Limited**, with its registered office at-----, India (“**XYZ**”).

Both parties agree in principle and in good faith to the following non-binding business terms, which, upon mutual acceptance, shall form the basis for subsequent negotiations and binding contracts.

WHEREAS, **XYZ** is a ITeS company engaged in various Communication & IT services with expertise in the telecom business and -----  
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WHEREAS, ITI and XYZ are contemplating to enter into a long term mutually beneficially relationship to work globally in various areas of: Telecom Equipment Supply, Telecom & IT equipment Manufacturing, Telecom & IT equipment Testing , IT Services, Smart Cities, Medical Equipment, Health care services & IT product manufacturing etc .

**NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS AND MUTUAL PROMISES SET FORTH HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS** based on the terms and conditions as may be separately agreed upon for each of those identified projects:

1. **XYZ** and ITI will explore business opportunities with GoI PSU’s including BSNL, MTNL, BBNL etc and other Central Govt. & PPP initiatives. This may cover collaboration and joint pursuit for (i) Smart Cities opportunities; (ii) Medical Electronics (iii) Health care (iv). IT and Telecom Infrastructure (v) Various Government Proposed Projects and services in ITeS Field and (iv) IT and Telecom Equipment and device manufacturing for mutual benefit. The contents at Exhibit A may be used as guiding principle to understand the areas of collaborations parties are contemplating for.
2. **XYZ** and ITI will identify work areas which may be executed and delivered by **XYZ** and/or ITI.
3. XYZ Ltd and ITI may collaborate to create an “MAKE in INDIA” stack as part of intended consortium (terms and conditions thereof shall be discussed and agreed between the parties inter-se) . This will also include opportunities by DOT and its PSUs including the opportunities of USOF. To demonstrate and gain confidence of the new age telecom technologies – XYZ & ITI shall together approach BSNL/MTNL/BBNL/DOT or any other prospective user for POC. Both parties will bear their own cost for the POC activities or as agreed upon. XYZ would treat ITI its preferred manufacturing partner.
4. XYZ and/or ITI may provide personnel to facilitate work from either of their facilities on projects identified for collaborative business.

5. XYZ and ITI may also conceptualise research projects to be executed on collaboration on need basis.
6. XYZ and ITI may collaborate and share information and technology to develop the required skills and to this intent, parties intend to create a centre of excellence to support this collaborative effort.
7. Each party reserves and retains all right, title and interest in and to its proprietary software, products, and processes. Neither party shall take any action inconsistent with, nor that might adversely affect other party's rights hereunder. Nothing contained in this MoU will be construed as granting or conferring any rights by license or otherwise, express or implied, or otherwise for any patents, copyrights, trademarks, know-how or other proprietary rights of either party acquired prior to or after the date of this MoU.
8. Each party shall treat the business, technical, financial information, negotiations and the content of this MoU as confidential information. Neither party shall disclose any confidential information to any third party without the consent of the other party or use such Confidential Information except to the extent necessary to carry out obligations for which it is been provided. This obligation does not apply if (a) it is or becomes generally available to the public; or (b) is independently developed by the other party without the use of such disclosed materials; or (c) has been acquired through a third party who is not obligated under this MoU; or (d) was already in its possession prior to the date hereof or (e) if the party is required to disclose by operation of law. The obligation shall survive one (1) year after the termination of this MoU. Parties acknowledge that the confidential information is valuable and unique. In case of breach, the affected party shall be entitled to injunctive relief in addition to all other remedies available in law or equity including monetary damages.
9. Neither party shall be liable for damages for any delay or failure to perform its obligations hereunder, if such delay or failure is due to reasons beyond the control of the concerned party or without it's fault or negligence, including without limitation, strikes, riots, wars, fires, epidemics, quarantine restrictions, unusually severe weather, earthquakes, explosions, acts of god or state or any public enemy or acts mandated by applicable laws, regulation or order, whether valid or invalid, of any governmental body.
10. During the term of this MoU, and for a period of one (1) year immediately following the termination of this MoU, neither XYZ nor ITI shall knowingly make an offer of employment to any officer, partner or employee of the other who is involved with the efforts under this MoU, without prior written approval of the other party.
11. This MoU is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth herein.
12. Nothing in this MoU shall be construed to grant either party the right to make commitments of any kind for or on behalf of the other without the other's prior written consent. At all times contemplated herein, **XYZ** and ITI shall remain independent contractors, each responsible for its own employees. Each party assumes no responsibility to the other for costs, expenses, risks, and liabilities arising from the efforts of the other.
13. Unless otherwise agreed upon by the parties, Sections 8, and 10 shall have binding effect and survive expiry / termination of this MoU for a period of one (1) year.

14. Neither party shall assign, or in any manner, transfer its interest or any part thereof in this MoU, except to wholly owned subsidiaries.
15. Both parties agree that they will complete the execution of the proposed agreement within twelve months of the signing of this MoU. The parties may by mutual consent extend the period failing which this MOU stands terminated. Neither party is entitled to any compensation in the event of termination of this MOU. The terms and conditions of the proposed agreement shall prevail over this MOU.
16. Notwithstanding anything to the contrary in this MoU, any Exhibit or Attachment or any other document signed between the Parties regarding the subject matter of this MoU, either prior or subsequent to this MoU, in no event shall either Party be liable for any loss of profits or revenue, or loss or inaccuracy of data or for any direct, indirect, incidental, special or consequential damages incurred by the other Party.
17. The parties recognize and understand that this document is an expression of intent and merely shall be considered as a starting point for further discussions and negotiations. Accordingly, except for **relevant parts** of Sections 7 – 18 nothing in this MoU shall be construed as to be legally binding for any of the parties and shall under no circumstances create any legal obligations or commitments. Hence and notwithstanding anything to the contrary in this agreement, any Exhibit or Attachment or any other document signed between the parties regarding the subject matter of this agreement prior to this agreement, in no event shall either party be liable to the other for the non-fulfilment or non-performance by either party of its intentions laid down herein and neither party shall be liable to the other party for any loss of profits or revenue, or loss or inaccuracy of data or for any direct, indirect, incidental, special or consequential damages incurred by the other party as a result of such non-fulfilment or non-performance.
18. The MOU and other documents of this alliance should not be used by any party as a document of eligibility for any other opportunities without intimation to the other party.
19. This MoU shall be construed in accordance with and governed by the laws of India. Any and all disputes pertaining to this MoU shall be referred to the commercial rules of Arbitration and Conciliation Act, 1996 and all amendments thereto ipso facto. All arbitration proceedings shall be held in Bangalore, India.

IN WITNESS WHEREOF, the parties hereto cause this MoU to be executed by their duly authorized representatives.

**ITI LIMITED**

**XYZ LIMITED**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



Collaboration Framework

<p><b>Names of Parties:</b></p>	<p>ITI LTD. &amp; <b>XYZ Ltd.</b></p>
<p><b>Subject Matter:</b></p>	<p><b>XYZ Ltd.</b> and ITI LTD. to jointly build a framework for collaboration between the Parties to explore business opportunities with PSU's including BSNL, MTNL, BBNL and other Central Govt. &amp; PPP initiatives. This may cover collaboration and joint pursuit for (i) Government's Citizen Centric Initiatives such as Smart Cities opportunities; (ii) Medical Electronics (iii) Health care (iv) IOT device manufacturing and (v) Manufacturing and/Or Integration of various Telecom and IT Systems for mutual benefit.</p>
<p><b>Areas of Expertise and Present Involvement</b></p>	<p>The Bouquet of services would include but not limited to :</p> <p><b>1. By XYZ Ltd.:</b></p> <p>(i) -----</p> <p>ii). -----</p> <p>(iii). -----</p> <p>(iv). -----</p> <p>(v). -----</p> <p><b>2. By ITI LTD.</b></p> <p>Telecom &amp; IT Product Manufacturing and Services including:</p> <ul style="list-style-type: none"> <li>a. Data Centre</li> <li>b. Encryption Products</li> <li>c. GPON Manufacturing</li> <li>d. Various Public Hygiene and Health related products.</li> <li>e. Wi-Fi Equipment Manufacturing</li> <li>f. Solar Panel Manufacturing</li> <li>g. Optical Fibre Manufacturing</li> <li>h. OFC Duct Manufacturing</li> <li>i. Smart Energy Meters.</li> <li>j. SMPS based Power systems</li> <li>k. Smart Cards.</li> <li>l. 3 D printing</li> <li>m. Component screening</li> <li>n Micro Computers</li> <li>o. Turn Key Telecom Infra Solutions.</li> </ul>

	p. RF Radio
<b>Term Length:</b>	XX months
<b>Relationship Management and Governance:</b>	<p>Each Party would appoint an individual to serve as a SPOC for different portfolios to be handled who will be responsible for coordinating activities contemplated by the MOU and facilitating negotiation of the Additional Experts/Products/Agreements. The SPOCs would arrange periodic meetings, at intervals to be mutually determined by the parties, to review the progress of their cooperation under this MoU. Additionally, each Party would appoint a person of senior position as mutually agreed to serve as the executive sponsor who will be responsible for guiding and assisting with management, decision-making, overall performance, issue escalation, and dispute resolution related to the MOU. ----- (designation), would serve as <b>XYZ 's</b> Executive sponsor, presently held by Mr. ----- --, And Director (Marketing), ITI LTD. would serve as ITI's executive sponsor. In the event the Parties are not able to agree on any items contemplated to require mutual agreement under the MOU, the Parties would refer the disagreement to the executive sponsors for resolution; "All the disputes, differences, controversies / differences of opinions, breaches and violation arising from or related to the agreement arises out of this agreement between parties then same shall be resolved by mutual discussions/ reconciliations in good faith.</p> <p>If the dispute, difference, controversies / differences of opinions, breaches and violation arising from or related to the agreement cannot be resolved within 60 (sixty) days of commencement of reconciliations/discussions, then the same will be referred to two arbitrators, one to be appointed by each party, with an umpire to be appointed by the two said arbitrators and the arbitration will be governed by the Arbitration and Conciliation Act, 1996 of India or any statutory modification or enactment thereof or any rules made thereof. The Arbitration proceeding shall be in English language. The Venue of the arbitration proceeding shall be the office of the CMD, ITI LTD., Bengaluru, India or such other places as the arbitrator may decide.</p> <p>Following the execution of the MOU, each party will define how to manage the collaboration during the MOU term. Elements of the governance model would include:</p> <ul style="list-style-type: none"> <li>• Identification of project members for both parties.</li> <li>• Escalation path for disagreements and conflict resolution.</li> <li>• Notification process for notifying ITI LTD. of inclusion of team members outside of <b>XYZ Ltd.</b></li> <li>• Notification process for notifying each other of any structural changes of either/ both of the parties.</li> </ul> <p><b>Compliance with Indian Laws:</b></p> <p><u>M/s XYZ and ITI LTD.</u> shall perform their duties in strict compliance with all applicable laws in India, along with rules and regulations of duly constituted Government Authorities in India, and shall obtain all licenses, registrations or other approvals, if any, required by laws</p>
<b>Relationship Management and Governance:</b>	

in India in connection with the services to be rendered hereunder. The parties hereby agree that the Court in the city of New Delhi, India alone shall have jurisdiction in respect of any matters arising under this MOU.

**Responsibilities**

Neither ITI LTD. nor **XYZ** shall be responsible to the other parties for any losses that they may suffer arising out of the understanding. However, the parties shall be responsible for conduct of their assigned responsibilities and for insuring their respective premises, equipment and personnel for any claims that may arise from the conduct of the understanding.

To discharge the responsibilities of each party and/or when specific obligations or financial commitments appear necessary to the parties, the parties by mutual consent shall enter directly (or through the concerned affiliate), into specific agreement(s) defining in detail the respective obligations and commitments of each party, and in particular the program of work and the financial conditions of its execution.

**Representation and Warranties by the Parties**

Either Party hereby undertakes, affirms and agrees that:

- (a) It is in good standing and that it has full authority to enter into this MOU and subject to obtaining the necessary approvals under the applicable law, to perform its obligations hereunder according to the terms hereof.
- (b) It has full power and authority to enter into this MOU and to take any action and execute any documents required by the terms hereof; and that this MOU, entered into has been duly authorized by all necessary authorization proceedings, has been duly and validly executed and delivered, and is a legal, valid, and binding obligation of, enforceable in accordance with the terms hereof; and that the executants of this MOU are duly empowered and authorized to execute this MOU and to perform all its obligations in accordance with the terms herein.

**Jurisdiction**

This MOU shall be construed as interpreted and applied, governed by and construed in accordance with the laws of India and jurisdiction of court at Bengaluru, India.

**Relationship  
Management and  
Governance:**

<p><b>Partnership Objectives &amp; Rules of Engagement</b></p>	<p>Under the MOU, both the Parties would provide the following, under best effort and commercial reasonable terms:</p> <ol style="list-style-type: none"> <li>a. Access to technical resources for solution development and testing purposes.</li> <li>b. Provide guidance for the development of products and services.</li> <li>c. Periodic briefings on the business and technology roadmaps for Products of both the parties.</li> <li>d. Permission to use appropriate branding of each other as part of the solution name subject to prior written approval of other party.</li> <li>e. Be responsible for marketing and driving customer adoption of the new offerings and services in consultation with each other.</li> </ol> <p><b>Under the MOU, ITI LTD. and XYZ Ltd. have agreed to:</b></p> <ol style="list-style-type: none"> <li>a. <b>XYZ</b> and ITI will explore business opportunities with Gol, PSU’s including BSNL, MTNL, BBNL and other Central Govt. &amp; PPP initiatives.</li> <li>b. <b>XYZ</b> and ITI will identify work which may be executed and delivered by <b>XYZ</b> and/or ITI.</li> <li>c. <b>XYZ</b> and ITI may collaborate to create an “MAKE IN INDIA” stack as part of intended offerings for 4G and the upcoming 5G opportunities in India and abroad.</li> <li>d. To demonstrate and gain confidence of the new age technologies <b>XYZ</b> &amp; ITI shall together approach BSNL / MTNL/DOT for possible POCs</li> <li>e. <b>XYZ</b> and/or ITI may provide personnel to facilitate work from either of their facilities on projects identified for collaborative business.</li> <li>f. <b>XYZ</b> and ITI may also conceptualise research projects to be executed on collaboration on need basis.</li> <li>g. <b>XYZ</b> and ITI may collaborate and share information and technology to develop the required skills and to this intent, parties intend to create a centre of excellence to support this collaborative effort.</li> <li>h. <b>XYZ</b> would treat ITI, its preferred manufacturing partner.</li> </ol>
<p><b>Business Model:</b></p>	<p>Both parties will collaborate in order to develop a business model for the solution that satisfies the business requirements for each company.</p>
<p><b>IP and Data Ownership:</b></p>	<p>Each Party will continue to own IP unless a special arrangement is agreed to.</p>
<p><b>Sales and Marketing:</b></p>	<p>Parties will co-operate to develop plans for G2G, G2B, G2C, B2B sales and marketing.</p>
<p><b>Additional Agreements:</b></p>	<p>Certain aspects of the parties’ cooperation under the MOU may require additional discussions and negotiation, which may be mutually beneficial to address in separate agreements that would be finalized later. ITI LTD. and <b>XYZ Ltd.</b> may negotiate in good faith to enter into one or more further commercial agreements after following due process, to set forth detailed terms and conditions under which both the parties would make reasonable efforts of offering various products required by the end customers.</p>
<p><b>Publicity and Marketing</b></p>	<p>Parties would mutually agree to publicly announce relationship between the parties, as defined in the MOU.</p>

### Bidders Profile

	Name and address of the company			
	Details of Foreign Offices and Business			
	Customer EOI Name			
	Customer EOI Reference			
	Contact Details of the Bidder (Contact person name with designation, Telephone Number, FAX, E- mail and Web site)			
	Area of business			
	Annual Turnover for 3 financial years (Rs in Cr ).	2017-18	2018-19	2019-20
(a).	From its Indian Entity			
(b).	From its Foreign Entity			
Information about Indian Registered Entity				
	Date of Incorporation			
	GST Registration number			
	PAN Number			
	CIN Number, if applicable			
	Number of technical manpower at company's rolls			

## CHECKLIST

Sr. No	Requirements	Compliance (Yes/No)
a.	Company Profile	
b.	Certificate of Incorporation	
c.	Memorandum & Articles of Association	
d.	Audited financial statements for the last 3 years (2017-18, 18-19 and 19-20).	
e.	A printed copy of the latest Annual Report. In case the printed copy is not available, Xerox copy of the same duly certified by the Company Secretary / Director / Managing Director / Partner of the Company.	
f.	Auditors Net worth certificate (2017-18, 2018-19 and 2019-20).	
g.	GST Registration Certificate or valid exemption certificate	
h.	Copy of PAN Card	
i.	List of Directors / CEO / COO including their name (s) and address(s) Director Identification Number [DIN] of all the Directors. Corporate Identity Number [CIN].	
j.	CS certified document that the applicant has not been blacklisted in India / ineligible to participate for bidding by any state /Central Govt. or PSU due to unsatisfactory performance, breach of general or specific instructions, corrupt /fraudulent or any other unethical business practices or barred from participating in government project due to security reasons for last 3 financial years.	
k.	Valid Power of Attorney on Stamp Paper along with board of resolution for authorizing the person signing the bid for this EOI.	
l.	Specimen signature(s) of authorized official duly attested by company's / Firm's Banker.	
m.	Company will submit the Non-Disclosure Undertaking/Agreement duly notarized on non-judicial stamp paper of Rs. 100/-.	

n.	Contact details i.e. Name, email-id, phone no, mobile no, fax no. of responsible person for liaison in this matter.	
o.	Applicant Company's details as per Annexure II	
p.	Pre-Contract Integrity Pact as per the enclosed format at Annexure-IV	
q.	Field of Expertise and proposed bouquet of Products and Services for business alliance and tie up with ITI .	
r.	Details of the Locations/Sites of Manufacturing/Operations.	
s.	Office(s) locations Registered office(s). Points of Presence in India & Overseas	
t.	Turnover details (Annual) along with type of Products/Services (i) within India (ii) Overseas	
u.	Clients' list w.r.t. Government Departments and other Major Customers served for IT/Telecom Products & other similar Services.	
v.	Information, about the company having any interest or substantial equity stakes (any percent) or vice versa in & of any subsidiary, directly or indirectly in any of the other Telecom Equipment Manufacturing Company or their promoters in India.	
w.	Any other relevant information.	
x.	Self-certified clause by clause compliance checklist document as per Annexure-III	
xi,	NDA in Annexure V.	
xii.	Non Black listing Declaration in Annexure VI.	

**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 on .....day of .....2021

BETWEEN:

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

AND:

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

**Preamble**

WHEREAS the Principal intends to enter into an MOU of partnering business opportunities of common interest and able to generate synergies in execution of such business for..... ( name of the Stores / equipments / 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 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 (\$) / 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 equitant to Earnest Money Deposit/Bid Security apart from any other legal that may have accrued to the Principal.

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

#### SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS

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

6.2 The Bidder(s)/Contractor(s) undertakes to get this Pact signed by its subcontractor(s)/sub-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 sub-contractor/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 be the seat of the Principal.

10.2 The actions stipulated in this Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant 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**

This Nondisclosure Agreement (the "Agreement") is entered into between ..... Executive Director (Projects) ITI Limited, ITI Bhavan, Dooravaninagar, Bangalore – 560 001 ("Disclosing Party") and -----, (Receiving Party") for the purpose of preventing the unauthorized disclosure of confidential Information as defined below.

The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information")

1. Definition of Confidential information. For purpose of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information

2. Exclusions from Confidential Information. Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is enclosed by Receiving Party with Disclosing Party's prior written approval.

3. Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required. Receiving Party shall not without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, Tenders and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

4. Time Periods. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party send Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

5. Relationships. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.

6. Severability If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

7. Integration This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements representations and understanding. This Agreement may not be amended except in a writing signed by both parties.

8. Waiver The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights. This Agreement and each Party's obligation shall be binding on the representatives, assigns and successors of such Party. Each Party has signed this Agreement through its authorized representative.

Signature  
(Name)

Signature  
(Name)

Date

Date

## Non-Blacklisting

(On company's letterhead)

Date:

To,

<<Officer to be named>>, ITI

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the Document for <name of the document>.

I/ We hereby declare that presently our Company/ firm \_\_\_\_\_ is having unblemished record and is not declared ineligible for corrupt and fraudulent practices either indefinitely or for a particular period of time by any Govt/Quasi Govt/PSU or GST authorities..

We further declare that presently our Company/ firm \_\_\_\_\_ is not blacklisted and not declared ineligible for reasons other than corrupt and fraudulent practices by any Govt/Quasi Govt/PSU or GST authorities. on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder)