

Notice Inviting EOI for empanelment of consortium partner to participate in BSNL tender for the Selection of Independent Engineer (IE) for Amended BharatNet Program

Ref: CORP/MKTG/BSNL/State led IE/18

Date: 04/10/2024



ITI LIMITED
Corporate Marketing, Corporate Office, 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. ITI LTD has a pan India business footprint supported by the network of its Manufacturing units & MSP (Marketing, Services and Project) units at various locations.

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

ITI LTD intends to participate in the tender as Lead Bidder for “Request for Proposal (RFP) for Selection of Independent Engineer (IE) for Amended BharatNet Program” floated by BSNL. This EOI is floated for empanelment of consortium partners, who is ready to work with ITI Limited as Consortium Partners on back-to-back basis for all the terms and conditions of Customer RFP. ITI Limited is desirous of bidding for these tenders, based on the eligibility criteria defined in the customer RFP.

ITI LTD invites Expression of Interest (EOI) from eligible bidders for the selection of consortium partners who can work with ITI , package wise and for addressing the tender floated by BSNL.

2. Important Dates

Date of EOI Upload	04/10/2024
Pre Bid Queries	Can be sent by email till 07/10/2024
Due Date for EOI Submission	Date: 09/10/2024 4.00 PM
Due Date of Bid Opening	Date: 09/10/2024 4.30 PM
ITI LTD Contact Person	Contact details : 1. GM- CM, Corporate Marketing, Corporate Office, ITI Limited, Dooravaninagar, Bengaluru– 560016 email: bindums_crp@itilttd.co.in Mob: 8078535507

	2. CMR(Mktg), Corporate Marketing, Corporate Office, ITI Limited, Dooravaninagar, Bengaluru– 560016 email : vrsakum_crp@itiltd.co.in Mob: 9535325537
Mode of submission	The Bid shall be uploaded in e-procurement site of ITI Limited (https://itilimited.ewizard.in/). For submission of online bid and procedure to be followed, visit https://itilimited.ewizard.in/

3. Scope of Work

3.1 This EOI is for bidders (Consortium Partners) who have expertise in for validation, audit, inspection, acceptance testing and invoice processing etc. in respect of the implementation of Amended BharatNet Program to be executed by PIAs (to be selected through separate tender) , who is ready to work with ITI Limited for BSNL Independent Engineer tenders with the following scope of work:

3.2 The broad scope of work is as below but not limited to:

- (a) IE shall coordinate and validate for the timely handover of the existing network to the PIA according to the PIA's handover schedule.
- (b) IE shall do the Technical Scrutiny of survey reports on GIS map which includes checking and verification of design and Bill of Quantity (BoQ) based on the network design architecture/instructions issued by BSNL from time to time.
- (c) IE shall conduct inspection, verification & certification of the material delivered by PIA and its mapping in PM tool;
- (d) IE shall inspect, verify and certify the execution of the project by the PIA which shall include OFC laying, Equipment (including all active and passive infrastructure, radio, etc.) installation, commissioning and integration of state NOC as mentioned in the detailed scope of work of PIA Tender and will timely intervene and suggest necessary action for timely execution of the project;
- (e) IE shall verify the measurement books of works for activities such as laying of Duct, OFC, etc.;
- (f) IE shall conduct Acceptance testing (AT) of all the activities as mentioned at Para- (d) above i.e. OFC laying works, equipment installation & commissioning, S-NOC integration and any other works under the scope of the above referred PIA Tender;
- (g) IE shall check the As Build Diagram (ABD) and ensure its mapping in the GIS;
- (h) IE shall be responsible for reconciliation of Inventory and its mapping in PM tool;
- (i) IE shall perform all the related Project management and monitoring activities during the entire contract duration as detailed later in this document;
- (j) IE shall verify & certify all the bills submitted by PIA;
- (k) IE shall take active part in Dispute Resolution Committee (DRC) and Dispute Adjudication Board (DAB) formed for the dispute resolutions as per PIA's RFP dispute resolution mentioned in Section 7 Part L of the BSNL tender document

4 The prospective bidders are advised to go through the BSNL tender document along with all the amendments/pre-bid clarifications/corrigendum for detailed Scope of Work for the PIA & IE.

Detailed Scope of work, technical requirements & required Certifications is as per the scope of work and technical compliance of BSNL tender document and its corrigenda, addenda, amendments vide ref Tender Enquiry No. MM/BN/State-IE/T-809/2024 issued on 12.09.2024

4.1 The bidder has to understand and comply to the detailed scope as given in Section 3 Part A on Scope of the work given in the BSNL tender document and its corrigenda, addenda, amendments

4.0 Note on Consortium formation:

- Consortium can be formed with maximum of 2 bidders including lead bidder, by signing the Joint Venture Agreement, who will be ready to work with ITI Limited on back to back basis. The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to their obligations;
- An individual Bidder cannot at the same time be member of a Consortium bidding for the same Package. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium for the same Package;
- Once partners are selected for each package , Consortium Agreement & Joint Bidding Agreement as per customer tender need to be signed with ITI Ltd & Consortium partners for onward submission to BSNL as part of the bid document

5.0 Eligibility Criteria

5(i)	Prequalification Eligibility Criteria of Applicants	
	A.	<p>The Bidder may be a single entity or a group of entities for maximum 2 members including lead member (the “Consortium” as per clause 4.0 of the EOI), coming together to address the subject tender and implement the Project after receiving the order. However ITI reserves the right to be the Lead Bidder in the consortium for which it will bid for the BSNL tender</p> <p>In case of consortium, Joint Bidding Agreement on Rs.100 Stamp paper to be signed by all members of the Consortium for the subject business opportunity (specifying subject EOI, EOI name, Consortium member roles & responsibilities of each of the Consortium member) to be submitted along with the bid as per format enclosed in Annexure – VII)</p>
	B.	<p>The bidder (each member of the consortium) must be a legal entity registered in India under the Company Act, 1956/2013 and must have a registered office in India. The bidder company (each member of the consortium) should have been operational in India for at least five financial years.</p>
	C.	<p><u>Turnover</u> Sole Bidder / Bidder along with consortium members (jointly) (if applicable) should have a minimum average annual turnover of Rs. 100 Cr for the last three financial years (that is for years FY 2021-22, 2022-23, FY 2023-24).</p> <p>Note: * Bidder’s Parent/group company turnover will not be considered in turnover criteria.</p>

	<p>D. <u>Networth</u> Sole Bidder / Lead Member of the consortium to have positive networth in the last financial year (2023-24).</p>
	<p>E <u>Experience</u></p> <p>The Sole Bidder or members of the Consortium (jointly) shall have completed Network Acceptance Testing/ Third Party Audit/ Project consulting/ Project Management consisting of at least 30,000 km of OFC network as on bid submission date after 01.04.2017 till bid submission date.</p> <p>Note: If the bidder does not have above mentioned OFC network experience, it can meet the criteria if it has executed work of same quantity for underground utility works (gas/ sewage/ water pipelines).</p>
	<p>F The Sole Bidder or members of the Consortium (jointly) shall have completed Network Acceptance Testing/Third Party Audit/ Project consulting/ Project Management consisting of at least 2,500 active nodes after 01.04.2017 till bid submission date.</p> <p>Note: The active nodes to be considered for this criterion can be Routers, Layer-3 Switches, BNGs, PTNs/CPANs, DWDM, OLTs of 16 or more ports, enode-B, BTS and OTN</p>
	<p>G The Sole Bidder or each of the Consortium members should not have been blacklisted/ debarred by the Ministry of Communication or BSNL or under a debarring order issued by Department of Expenditure (DOE), Ministry of Finance (MOF) covering all central Ministries/ Departments as per provision of OM No.F.1/20/2018-PPD by Department of Expenditure (DoE), MoF dated on 2nd Nov 2021 as on Bid submission date.</p> <p>A self-declaration along with evidence that the bidder is not backlisted by GST authorities. In case IE gets black listed during the tenure of contract, then IE must indemnify BSNL to ensure that no loss of input tax credit is borne by USOF, DoT due to default of IE.</p> <p>Bidder, consortium partners including lead member and any proposed outsourced firm shall submit an undertaking in this regard as per format provided under Annexure I Appendix III</p>
	<p>H Bidder shall deploy its permanent staff as per Work Breakdown Structure (WBS) mentioned in Section 7 Part K (<i>Package level staff</i>) of BSNL tender document / clarification/ corrigenda/ addenda</p> <p>The Sole Bidder or any member of the Consortium shall have the package level personnels (<i>as per Work Breakdown Structure (WBS) mentioned in Section 7 Part K of the BSNL Tender document</i>), on their payrolls during which this Tender Notice is issued.</p> <p>Note:</p> <p>1. Requirement for submission of CVs(Annexure-I Appendix VI) for key managerial staff):</p> <p><input type="checkbox"/> The CVs for the following roles must be submitted along with the bid:</p> <p>o Project Head (BE/ BTech/ MTech or MBA in any stream (preferably Electronics & Communication/Electrical & Electronics/Civil or equivalent recognized by AICTE/UGC/Ministry of HRD) With 6-12 years' experience</p>

		<p>2. Details of Technical Team (<i>NOC (OSS/BSS), GIS/PM tool and Network Design experts</i> Annexure-I Appendix V of the EOI document to be submitted along with the bid.</p> <p>The technical team shall be on the payroll of Sole bidder or any member of the consortium.</p>
	I	The Bidder or all members of the consortium shall have valid ISO 9001: 2000 certificate for quality management and its subsequent amendments, if any.
	J	If a Bidder or any member of the Consortium has been declared as non-performer in any USOF project(s) such as BharatNet Project and 4G saturation project, on the bid submission date, such Bidder or Consortium shall stand not eligible to submit the bid for this tender.
	K	<p>The Bidder or any member of the Consortium shall not be a Project Implementation Agency (PIA) or its consortium partner for implementation of Amended BharatNet Program. The Bidder or any member of the Consortium shall not have any direct or indirect relationship with PIAs concerning the implementation of Amended BharatNet Program.</p> <p>Note: If any bidder is appointed as PIA under BSNL tender, as mentioned in Clause 1 of Section 3 Part A (either Bidder or any member of the Consortium) of the BSNL tender document, its bid shall be considered non-responsive for this tender.</p>
	L	Bidder or Lead member/ consortium member shall set up maintain a functional office in the States of assigned packages within a time period of 15 days from the date of signing of contract. Failure to comply with this requirement shall result in imposition of penalty as per tender provisions.
	M	Any Bidder, consortium partners including lead member and any proposed outsourced firm (as per Point d above) from a country which shares land border with India will be eligible to participate if a Bidder, consortium partners including lead member and any proposed outsourced firm is registered with the competent authority as specified in Annexure-I of O.M. No. 7/10/2021-PPD(1) Dated 23.02.2023 from Department of Expenditure, Ministry of Finance. The Bidder, consortium partners including lead member and any proposed outsourced firm shall submit an undertaking in this regard as per format provided under Annexure I Appendix III
	N	<p>Before bidding or during evaluation, ITI Ltd may call bidders for a detailed presentation on following key points:</p> <p>(a) A brief description of the organisation and an outline of recent experience of the organization and proposed manpower. The details of assignments on hand shall also be included.</p> <p>(b) Proposed approach & methodology for the execution of the services, activities, including key challenges they foresee and potential solutions in the methodology.</p> <p>(c) The presentation should include the capabilities of the firm and the facilities for carrying out the field activities.</p> <p>(d) In case the Bidder envisages outsourcing any of the services (subjects to the provisions of point no 7 in the table of clause No. 4.2 of the BSNL tender document) to the expert agencies, proposed firms/ manpower should have such experience on similar projects. Such outsourcing agencies should meet the criteria as mentioned in point no. 6, 9 and 10 of Table of eligibility criteria under clause no. 4.2 of the BSNL tender document.</p> <p>(e) Proposed Quality Audit Methodology including Quality Assurance Plan.</p> <p>(f) Any additional information.</p>

5(ii)	Technical Evaluation Matrix (The following requirements can be met as a consortium)		
A	Weightage for Quality/Technical evaluation:		
	S.No	Item for Selection	Maximum Marks (Out of total 100 Marks)
	i	Turnover: Audited Average annual turnover of the Sole Bidder or as a consortium for the last three financial years i.e. FY 2021-22, FY 2022-23, FY 2023-24.	15 marks
	ii	Experience of completing Network Acceptance Testing / Third Party Audit/ Project consulting/ Project Management consisting of OFC laying work and/or other underground utility works (as defined in Eligibility Criteria at point-4 of Clause-4.2 under Section-I of the BSNL tender document) (in Kms) from 01.04.2017 till bid submission date, by the Sole Bidder or jointly by the members of consortium	30 marks
	iii	Experience of completing Network Acceptance Testing/Third Party Audit/ Project consulting/ Project Management consisting of active nodes (in numbers) from 01.04.2017 till bid submission date , by the Sole Bidder or jointly by the members of consortium Note: The active nodes to be considered for this criterion can be Routers, Layer-3 Switches, BNGs, PTNs/CPANs, DWDM, OLTs of 16 or more ports, enode-B, BTS and OTN	15 marks
	iv	Average Number of permanent staff on monthly basis, on payroll of Sole Bidder or as a consortium, during last 12 months prior to the month during which this Tender Notice is issued.	15 marks
	v	Understanding of Scope, Deliverables Approach, Proposed Strategy & Methodology of Project Planning, Past Success Stories, qualification & experience of Key personnel proposed to be deployed, proposed tools/applications to be used to make its deliverables most efficient and effective by the IE(to be evaluated on the basis of written submission & Interview/ Presentation to the Committee).	25 marks
	Process for Awarding Quality / Technical Marks:		
	a.	Turnover	(Total Marks=15)
	S.N.	Turnover: Audited Average annual turnover of the Sole Bidder or as a consortium for the last three financial years i.e. FY 2021-22, FY 2022-23, FY 2023-24.	
		Minimum Turnover required	Rs. 100 Cr
	a	Turnover >= Rs. 250 Cr	15 marks
	b	Turnover between 200-250 Cr	12 marks
	c	Turnover between 150-200 Cr	10 marks

	d	Turnover between 100-150 Cr	8 marks
	b.	Experience of OFC laying work and/or other underground utility works	(Total Marks=30):
	S.N.	Experience of completing Network Acceptance Testing / Third Party Audit/ Project consulting/ Project Management consisting of OFC laying work and/or other underground utility works (as defined in Eligibility Criteria at point-4 of Clause-4.2 under Section-I of this RFP) (in Kms) from 01.04.2017 till bid submission date, by the Sole Bidder or jointly by the members of consortium.	
		Minimum Experience required	30,000 Kms
	a	Experience \geq 60,000 Kms	30 marks
	b	Experience between: 60,000 – 50,000 Kms	25 marks
	c	Experience between: 50,000 – 40,000 Kms	20marks
	d	Experience between: 40,000 – 30,000 Kms	15marks
	c.	Experience of Active Nodes	(Total Marks=15):
	S. N	Experience of completing Network Acceptance Testing/Third Party Audit/ Project consulting/ Project Management consisting of active nodes in last 7 (seven) years as on bid submission date, by the Sole Bidder or jointly by the members of the consortium	
		Minimum Experience Required	2500 Nodes
	a	Experience \geq 5000 Nodes	15Marks
	b	Experience between: 5000 – 4000 Nodes	12 Marks
	c	Experience between: 4000 – 3000 Nodes	10 Marks
	d	Experience between: 3000 – 2500 Nodes	8 Marks
	d.	Number of Manpower on Payroll	(Total Marks=15):
	S No	Average Number of permanent staff on monthly basis, on payroll of Sole Bidder or as a consortium, during last 12 months prior to the month during which this Tender Notice is issued.	
		Minimum number of permanent staff required of the level of Project Head	2
	a	Number of permanent staff of the level of PH \geq 4	5 Marks
	b	Number of permanent staff of the level of PH between 4-2	3 Marks

		Minimum number of permanent staff required of the level of Manager	10
	a	Number of permanent staff of the level of Manager ≥ 20	5 Marks
	b	Number of permanent staff of the level of Manager between 20-10	3
		Minimum number of permanent staff required of the level of Team Incharge	18
	a	Number of permanent staff of the level of Team Incharge ≥ 36	5 Marks
	b	Number of permanent staff of the level of Team Incharge between 36-18	3
B	Note:	Financial bids of those bidders only shall be opened whose score in Quality criteria is equal to or more than 50% marks.	
C		<p>A self-certificate with proper contact detail of customers (Details of End User - Firm Name, Contact person, Designation, Telephone Number, Fax, Official mail id etc.) for the experience proof submitted along with PO reference and value of the project. 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. 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 Limited. The experience details to be filled as per Annexure – IV</p>	
5(iii) Checklist of documents/information to be submitted by sole bidder/each of the consortium partner:			
a.	Company Profile		
b.	Certificate of Incorporation		
c.	Memorandum & Articles of Association		
d.	Audited financial statements for the last 3 years (2021-22, 2022-23 and 2023-24) by CA & Auditors turnover certificate as per 5(i) C		
e.	Auditors Net worth certificate (2023-24) as per 5(i) D		
f.	<p>Satisfactory completion certificates including Purchase Order, Completion Certificates as per clause 5 (i) E</p> <p>The Bidder or each of the consortium members shall submit:</p> <p><input type="checkbox"/> Certificate from the client on its letterhead clearly mentioning the Experience/ Work Completion details (and)</p> <p><input type="checkbox"/> Corresponding Work Order from the client (Highlighting the Scope of Work/ services clearly)</p>		
g.	GST certificate		
h.	Copy of PAN Card		
i	CIN (Corporate Identity Number), if applicable		

j.	Authorization letter in the company letterhead authorizing the person signing the bid for this EOI and Power of Attorney (POA) on Rs.100/- stamp paper along with board of resolution	
k.	List of Directors / CEO / COO including their name (s) and address(s) Director Identification Number [DIN] of all the Directors. Corporate Identity Number [CIN].	
l	Undertakings (in Company letter head) for acceptance of terms and conditions as per Annexure I -Appendix I	
m	Undertaking(in Company letter head) regarding not blacklisting as per Annexure I -Appendix II	
n	Undertaking(in Company letter head) regarding no land border sharing as per Annexure I - Appendix III	
o	Bidders Details as per Annexure II	
p	Annexure III as per format for the Clause by clause compliance to all Terms & Conditions of all the Sections of this EOI (including its corrigendum/amendments), duly Signed and Stamped on the Letter Head of their Organization.	
q	Experience Details as per Annexure IV	
r	Pre-Contract Integrity Pact as per Annexure-V	
s	Manpower details as per clause 5(i) H	
t	Project Implementation Plan and capability (technical and financial) on how the customer EOI/tender implementation will be executed by the bidder as per clause 5(i) N	
u	In case bidder is a consortium, Joint Bidding Agreement on 100 Rs. Stamp paper to be signed before the EOI submission date for the subject business opportunity (specifying subject EOI, EOI name, Consortium member responsible to undertake the scope of work as detailed in Clause 4.0 of the EoI and roles & responsibilities of each of the Consortium member) (as per format enclosed in Annexure – VI)	
v	Declaration regarding PIA Annexure-I Appendix IV	
w	Format of Manpower details Annexure-I Appendix V	
x	CV Format Annexure-I Appendix VI	
5(iv) General	Please provide compliance for the following clauses	Compliance
1	ITI LTD reserves the right to undertake services likes O&M during the course of the project	
2	Bidder should be willing to impart required training to ITI LTD engineers for undertaking services & execution of project	
3	Bidder should be willing to sign an exclusive agreement with ITI LTD for smooth execution of the project	
4	All commercial terms will be as per the customer Tender/PO.	

5	<p>Earnest Money Deposit (EMD) / Bid Security for Rs. 2 Cr & 1.9 Cr for each package in the form of Bank Guarantee , if a bidder is submitting response for all packages) and PBG for an amount equal to 5% of the all-inclusive value of Advanced Purchase Order as per customer RFP) required for submitting the customer tender will be borne by the selected bidder.</p> <p>Undertaking regarding the same need to be submitted along with the bid</p> <p>Note: ITI LTD reserves the right to verify the genuineness of the BG with the bidder's bank.</p>	
6	<p>Project Schedule:</p> <ul style="list-style-type: none"> • Project Schedule as per the end customer Tender/ PO on back to back basis • The project will be considered as completed after obtaining the required Acceptance Certificate from the end customer based on the project deliverables. <p>Further O&M shall be supported as per end customer.</p>	
7	<p>LD Clause: LD shall be as per ITI LTD Clauses (<i>@ 0.5% of order value per week 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 bidder</i>)</p> <p>OR as per the end customer PO/tender clause whichever is higher.</p>	
8	<p>Payment Terms:</p> <ol style="list-style-type: none"> a. Payment terms will be as per end customer tender/PO (detailed in Section 5 Part B Clause 4 of the BSNL tender document) based on the satisfactory acceptance of the deliverable of each task for their scope of work and will be done through an Escrow account on back-to-back basis . b. Payment to the partner shall be done after deduction of all <ol style="list-style-type: none"> i. LD/recoveries imposed by end customer (if any), and ii. ITI LTD's margin & statutory dues <p>If the partner is in disagreement with the deductions, the partner will have to write to ITI LTD with all the explanation & supporting documents</p>	

6.0 Evaluation:

- a. The **process of evaluation will be as below:** All the bids will be scrutinized for technical and financial eligibilities, undertakings and compliance to EOI terms and conditions. The PO copies/experience certificates submitted by the bidders will be cross verified with the issuing authorities/clients. Bids conforming to prequalification eligibility criteria and other terms and conditions stipulated in the EOI shall only be considered as responsive and shall be considered for further evaluation process which will be done for each package separately. Responsive Bids shall be evaluated both in terms of 'Quality/Technical' based on Prequalification Eligibility Criteria & Technical Evaluation Criteria.

- b. Based on the technical evaluation, the bidders will be called for technical presentation. The technical presentation should include the details as per 5(i)N
- c. Based on the technical capability, presentation and financial strength n, the bidders will be technically qualified and financial bids will be sought separately from these qualified vendors as per the price bid given in Annexure.
- d. The evaluation methodology for the final selection of the partner for each package is as given in clause 6.0.1
- e. ITI is having the discretion to negotiate with the selected partner for each package to improve the margin

6.0.1 Evaluation of responsive bids

- a. Responsive Bids shall be evaluated both in terms of 'Quality/Technical' as well as 'Quoted Price' i.e. Quality & Cost Based Selection (QCBS) methodology. **The weightage for the 'Quality' is 70 (seventy) and the weightage for the 'Quoted' price is 30 (thirty).**
- b. Bidder scoring over-all highest weightage "Evaluated Bid Score" will be declared / selected as H1 for each package separately.
- c. Financial bids of those bidders only shall be opened whose score in Quality criteria is equal to or more than 50% marks. If there is only single bidder scoring $\geq 50\%$ marks (out of total 100 marks for Quality criteria), financial bids of 2 (two) highest scoring bidders, including the bidder scoring $\geq 50\%$ marks, shall be opened and shall be considered for further evaluation as per the Evaluation Criteria given below:
- d. The bidder shall quote "Total cost for Services including manpower, inspection, audit and all other activities as per scope of work (refer section 3 part A of the BSNL RFP) including any professional fees etc. for construction period of 3 years" in the format given in Price Schedule. Quoted price must include all liabilities and taxes including statutory liabilities but excluding GST, which shall be quoted separately in the Price Schedule.
- e. Price Bids shall be evaluated taking into account the Price quoted for all services including applicable GST (CGST & SGST / UTGST or IGST).
- f. Financial marks shall be awarded in following manner (for each package separately):
 - The bidder quoting Lowest Financial bid shall be awarded 100 marks.
 - Remaining bidders shall be awarded marks on the basis of inverse proportions. i.e. Financial Marks awarded to a bidder = $(\text{Lowest Quoted price} / \text{Quoted price by the bidder}) \times 100$ marks.
- g. Bidder scoring over-all highest Evaluated Bid Score as per below will be declared as H1, for each package.

Evaluated Bid Score = Technical Marks x A + Financial marks x B

A = 0.7 (The weightage for 'Quality' is 70 %)

B = 0.3 (The weightage for 'Quoted price' is 30 %)

Note: The Evaluated Bid Score shall be considered up to two decimal places.

- h. Contract shall be awarded to the bidder with the highest Evaluated Bid Score.
- i. In the event of two or more bids having the same highest Evaluated Bid Score, the preference should be given in the order of **higher score** for 'Financial Marks -> 'Experience for OFC/Underground Utility laying -> 'Experience for Active Nodes' -> 'Turnover' -> 'Interview/Presentation'. In case of

further tie, ITI will reserve the right to select any of the Bidder based on the Selection Committee report.

- j. After finalization of H1 for all Packages, if any bidder is H1 in more than 2 packages, such H1 bidder will be awarded only top 2 packages out of the packages in which he is H1 (the packages with highest estimated RKM is numbered as 1 and other packages are numbered in descending order of estimated RKM).
- k. For the packages which are dropped by H1 bidder due to limiting the maximum number of packages to 2, H2 will be considered on lower of the Cost (in Financial Bid) quoted by H1 or H2 bidder. In case, H2 does not accept the lower of the Cost quoted by H1 or H2, bid of H3 shall be considered on the lower of the Cost (in Financial Bid) quoted by H1 or H3; and so on. If none of the bidder agrees, such package shall be awarded to H1 at his quoted rate irrespective of any number of packages are already awarded to that Bidder and it will be binding on H1 to accept the offer.
- l. The condition related to allotment of maximum number of packages as mentioned in above shall also be applicable to such bidders having any common Directors/ Partners including the consortium partners.

7 Financial Bid

Price Schedule
Price Schedule (For Each Package)

Name of Bidder:

Sr. No.	Item Description	Total Cost (INR) (Excl. tax)	Rate of CGST	Rate of SGST	Rate of IGST	Total GST (in INR)	Total cost (Inclusive of GST) (in INR)		SAC Code	TDS Rate	TDS Section
Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8		Column 9	Column 10	Column 11
A	Price Bid as per BSNL Tender										
1	Services including manpower, inspection, audit and all other activities as per scope of work (refer section 3 Part A) including any professional fees etc. for construction period of 3 years						X1				
2	GRAND TOTAL										
B	Minimum Margin to ITI in % (excluding taxes)										

Declaration by bidder in price sheet:

We hereby declare that in quoting the above prices, we have taken into account the entire credit on inputs available under the GST Act introduced w.e.f. 1 July 2017 and further extended on more items till date”.

“We hereby certify that HSN/ SAC shown in column 12 are correct & credit of GST for the amount shown in column 10 above are admissible as per GST Laws.”

8 Note:

- a. The Bidding (For Technical Part of the Bid) would be subjected to an Online / e-Tendering process. The prospective Bidders are requested to go through <https://itilimited.ewizard.in/> to understand the entire e-Tendering Process and follow the Registration and Bidding Process on <https://itilimited.ewizard.in/> as defined in the document. In case of any clarifications on e-tender portal, bidders may contact the portal helpdesk of <https://itilimited.ewizard.in/>.
- b. The Technical Bid shall be uploaded in e-procurement site of ITI Limited (<https://itilimited.ewizard.in/>). For submission of online bid and procedure to be followed, visit <https://itilimited.ewizard.in/>.
- c. ITI's Tender document can be downloaded from ITI web site www.itilttd.in or CPP portal www.eprocure.gov.in. For uploading the bid proposal, all bidders have to register in our eProcurement portal (<https://itilimited.ewizard.in/>). When submitting the bid please state the tender ID.
- d. Any clarifications regarding the tender can be obtained from CMR- CM, Corporate Marketing, Corporate Office, ITI Limited, Dooravaninagar, Bengaluru– 560016 email: : vrsakum_crp@itilttd.co.in, bindums_crp@itilttd.co.in, Mob: 9535325537, 8078535507
- e. Technical bids will be opened at **4.30 PM on 09-10-2024**
- f. All the bids will be scrutinized as per eligibility conditions and compliance to the EOI terms & conditions.
- g. Financial Bid, after the evaluation of Technical bid (Only for technically qualified bidders), will be asked in a later stage.
- h. Any Liquidated Damage (LD) imposed by customer for delayed deliveries or services as per the terms and conditions of BSNL Tender, the same will be passed on to the partner and cause of LD. An appropriate mechanism and frame work shall however be decided before taking up the roll out so as to decide the clear line of responsibility in cases of overlapping responsibilities.
- i. Bid offered should be valid for a period of 180 Days from the date of opening of EOI response.
- j. Conditional offers are liable for rejection.
- m. Consortium of two members is allowed to bid in this EOI as per clause 4.0
- n. 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.
- o. The bidder to indemnify ITI LTD from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.

- p. In the event that ITI LTD is required to provide demonstration or working of the product to their buyers, the same shall be arranged by the bidder at latter's cost and expenditure.
- q. ITI LTD reserves the right to suspend or cancel the EOI process at any stage, to accept, or reject any, or all offers at any stage of the process and / or to modify the process, or any part thereof, at any time without assigning any reason, without any obligation or liability whatsoever.
- r. Bidders, whose Purchase Order(s) for any Project of ITI LTD was/were cancelled on risk & cost basis for nonperformance or non-submission of performance guarantee in last 2 years, are not eligible to participate in this tender.
- s. Any existing vendor/partner of ITI Ltd. willing to participate in this EOI/RFP must have a good track record with ITI or submit a Performance Clearance Certificate from the respective concerned ITI unit/office.
- t. **Cost of EOI:** The bidder shall bear all costs associated with the preparation and submission of his offer against this EOI, including cost of presentation for the purposes of clarification of the offer, if so desired by ITI LTD. ITI LTD will, in no case be responsible or liable for those costs, regardless of the conduct or outcome of the EOI process.
- u. **Amendment of EOI:** At any time prior to the last date for receipt of offers, ITI LTD, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI document by an amendment. In order to provide prospective bidder reasonable time in which to take the amendment into account in preparing their offers, ITI LTD may, at their discretion, extend the last date for the receipt of offers and/or make other changes in the requirements set out in the Invitation for EOI.
- v. ITI LTD will not consider any or all of the bids if they are not meeting EOI requirements.
- w. ITI LTD may at its discretion reject any offers received for selection without assigning any reasons.
- x. This EOI will be available on Govt & ITI Ltd website: "<http://www.itiltd.in/> " under its Tender/EOI Section.

9 Other Terms and conditions:

I. Confidentiality

All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the customer to the bidder, in connection with the customer PO, whether such information has been furnished before, during or following completion or termination of the customer PO are confidential.

If advised by the Customer, all copies of such information in original shall be returned on completion of the bidder's performance and obligations under this customer PO.

II. Transparency

All customers are responsible and accountable to ensure transparency, fairness, equality, competition and appeal rights. This involves simultaneous, symmetric and unrestricted

dissemination of information to all likely bidders, sufficient for them to know and understand the availability of bidding opportunities and actual means, processes and time limits prescribed for completion of registration of bidders, bidding, evaluation, grievance redressal, award and management of contracts.

It implies that such officers must ensure that there is consistency, predictability, clarity, openness, and equal opportunities in processes.

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

IV. 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 bidder in any manner touching upon the contract, such dispute or difference shall (Except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by ITI LTD.

- 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 bidder.
- The arbitration location will be at Bengaluru

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

VI. The interested bidder may like to discuss the customer tender related information, EOI Bidding Conditions, Bidding **Process and clarifications.**

VII. Intellectual Property Rights:

- All deliverable, outputs, plans, drawings, specifications, designs, reports and other documents and software submitted by the bidder under this customer PO shall become

and remain the property of the customer and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without the customer's prior written consent.

- The bidder shall, not later than upon termination or expiration of this customer PO, deliver all such documents and software to the customer, together with a detailed inventory thereof.
- The bidder may retain a copy of such documents and software but shall not use it for any commercial purpose.

VIII. **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.

IX. Liquidated Damage (LD) may be included, i.e if any imposed on ITI for the reasons related to the bidder shall be carry forwarded to bidder

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

XI. **PROGRESS REPORT:**

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

XII. **TERMINATION FOR DEFAULT:**

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

- If the bidder fails to perform any obligation(s) under the Contract
- If bidder, does not remedy his failure within a period of 30 days (or such longer period as the ITI LTD may authorize in writing) after receipt of the default notice from the ITI LTD
- If selected bidder fails to fulfill its part of the work to the satisfaction of ITI LTD, then ITI LTD shall have the right to terminate the contract.

The contract shall not be terminated for failure to discharge responsibilities due to force majeure situations or failure by ITI LTD to meet conditions precedent.

XIII. **FORCE MAJEURE:**

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods,

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

XIV. TERMINATION FOR INSOLVENCY:

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

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

XVI. Amendment of EOI: At any time prior to the last date for receipt of offers, ITI LTD, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI document by an amendment. In order to provide prospective bidder reasonable time in which to take the amendment into account in preparing their offers, ITI LTD may, at their discretion, extend the last date for the receipt of offers and/or make other changes in the requirements set out in the Invitation for EOI.

XVII. 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.

Undertakings (To be in Bidder's Letter Head)

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

1. to work exclusively with ITI complying to the EOI and Customer Tender terms and conditions including corrigenda, amendments, prebid clarifications, agreements etc. Also, we agree to implement the project (scope of work as per Customer Tender terms and conditions including investment) covering Operation & maintenance etc, in the event of ITI LTD winning the contract on back-to- back basis.
2. Submit Earnest Money Deposit (EMD) / Bid Security for Rs. 2 Cr & 1.9 Cr per package if a bidder is submitting response for all packages) required for submitting the customer tender and PBG to be borne by the selected bidder at the time of placement of order as per customer tender terms. In cases where ITI LTD is exempted from providing EMD & PBG or allowed to submit Corporate Guarantee in place of Bank Guarantee to customer, bidder shall provide EMD (while submitting the bid to the customer) & PBG (5% of the order value) to ITI LTD.
3. To support ITI LTD for preparation of the EOI/tender, post bid clarifications, technical presentations and any other requirements as per end customer requirement.
4. agrees that he/she has read the customer tender document clauses fully and abide by all the requirements with respect technical specifications, deliveries, quality, scope of work, payment terms time line etc., including the scope of work
5. That we will be equipped with the required manpower with qualifications, certifications and experience as mentioned in the customer tender.
6. to comply with all the end customer EOI/tender requirements including technical specifications
7. we do also hereby irrevocably and unconditionally agree and undertake to save and keep ITI Ltd, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against ITI Ltd by whomsoever and all losses, damages, costs, charges and expenses arising out of non-compliance with or non-adherence to any statutory / regulatory requirements and / or any other law for the time being in force.
8. Should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing.
9. Should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment.

10. To sign MoU/Teaming Agreement, Integrity Pact with ITI LTD for addressing the customer tender as per customer's tender terms and conditions.
11. To indemnify ITI LTD from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.
12. We declare that the information and documents submitted along with the EOI/customer tender are correct and we are fully responsible for the correctness of the information and documents, submitted by us.
13. We understand that if the contents of the certificate submitted by us are found to be forged/false at any time during process for evaluation of EOI/tenders, it shall lead to forfeiture of the Bid Security and may also lead to any other action provided in the contract including banning of business for a period of upto two years. Further, we and all our constituents understand that our offer shall be summarily rejected.

(Signature and Stamp of the Bidder)

**Annexure-I
Appendix II**

Undertaking regarding not Blacklisted certificate (To be in Bidder's Letter Head)

We,....., hereby declare that,..... the bidder or any of the or each of the Consortium members **should not have been** blacklisted/ debarred by the Ministry of Communication or BSNL or under a debarring order issued by Department of Expenditure (DOE), Ministry of Finance (MOF) covering all central Ministries/ Departments as per provision of OM No.F.1/20/2018-PPD by Department of Expenditure (DoE), MoF dated on 2nd Nov 2021 as on Bid submission date.

We.....hereby declare that....., the bidder or any of the or each of the Consortium members is not backlisted by GST authorities. In case IE gets black listed during the tenure of contract, then IE must indemnify BSNL to ensure that no loss of input tax credit is borne by USOF, DoT due to default of IE.

(Signature and Stamp of the Bidder)

**Annexure-I
Appendix III**

Undertaking regarding No Land border Sharing (To be in Bidder's Letter Head)

Reference-1: BSNL T.E. No.....issued on behalf of USOF, DoT on

Reference-2: Department of Expenditure Office Memorandums (OMs) No. 7/10/2021-PPD (1) dated 23rd February 2023.

I, _____ in capacity of authorized signatory of M/s.....having Regd. office at..... being a participant bidder in BSNL Tender Enquiry cited at reference 1 above, hereby declare that I have read and understood the clause regarding Restrictions under Rule 144(xi) of the General Financial Rules (GFRs) 2017 on grounds of defense of India and National Security issued vide OM cited at reference 2 above, on procurement from a bidder of a country which shares a land border with India.

I, hereby, further certify that our Company is not from such a country which shares a land border with India and in light of conditions & restrictions imposed vide cited OMs, we fulfil all the requirements in this regard to become eligible to be considered in the subject Tender Enquiry by BSNL.

(Signature and Stamp of the Bidder)

**Annexure-I
Appendix IV**

Declaration to be submitted by Bidders

(On Company's Letter Head)

I, _____ in capacity of authorized signatory of M/s.....having Regd. office at....., hereby declare that if we are appointed as Project Implementing Agency (PIA), either as a sole bidder or as a member of a consortium bidder, in the Tender No. MM/BNO&M/BN-III/T-791/2024 issued on 15.02.2024, then the bid submitted for this tender shall be treated as non-responsive.

(Signature and Stamp of the Bidder)

**Annexure-I
Appendix V**

Format of Manpower details

Bidder to provide details of the manpower as per format mentioned below:

S. No	Names of resources	Proposed role	Educational Qualification	Total Experience	Date of appointment in the bidder company	Supporting Document(s)

(Signature and Stamp of the Bidder)

**Annexure-I
Appendix VI**

CV Format

1.	Name of Person	Photo
2.	Name of Firm	
3.	Proposed Role	
4.	Education	
5.	Professional Certifications	
6.	Countries of Work Experience	
7.	Employment Records	
From:	To:	
Employer:		
Position Held:		
From:	To:	
Employer:		
Position Held:		
From:	To:	
Employer:		
Position Held:		
8.	Work Undertaken That Best Illustrates Capability To Handle The Tasks Assigned	
<i>Project Name</i>		
<i>Year</i>		
<i>Location</i>		
<i>Client</i>		
<i>Main project Features</i>		
<i>Position Held</i>		
Activities Performed:		
Expert's contact information		
E-mail:		
Phone:		
Certification:		
I, the undersigned, certify that to the best of my knowledge and belief that		
<input type="checkbox"/> This CV correctly describes my qualifications and my experience		
<input type="checkbox"/> I was not part of the team who wrote the Scope of Work for this RFP		
<input type="checkbox"/> I understand that any willful mis-statement described herein may lead to my disqualification or dismissal, if engaged		
Name of Expert:	Signature	Date:

Note: The CV shall be counter signed by the HR Head of the bidder.

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.	Date of Incorporation			
5.	Annual Turnover for 3 financial years (Rs in Cr)	2021-22	2022-23	2023-24
6.	Net worth for the year 2023-24 (Rs in Crs)			
7.	GST Registration number			
8.	PAN Number			
9.	CIN Number, if applicable			
10.	Number of technical manpower in company's rolls			
11.	In case of consortium, details of each consortium member & their scope of work			
12.	Packages Interested			

(Signature and Stamp of the Bidder)

Compliance Statement

S.No	Clause No.	Clause	Compliance (Complied/ Not Complied)	Remarks with Documentary Reference
1.				
2.				
3.				
4.				
5.				

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

(Signature and Stamp of the Bidder)

Work Experience Details – project wise

Sl. No	Information Required	Details
1	Name & Scope of work of the project	
2	Customer Name & Contact Details including email ID, Contact number	
3	Project Cost	
4	PO No & Date	
5	Date of commencement	
6	Commissioning Date	
7	Role of bidder	
8	Brief Description of the project	
9	Project end date	
10	Role of bidder	
11	Brief Description of the project	

(Signature and Stamp of the Bidder)

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 2024

BETWEEN:

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

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

Preamble

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

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

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

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

SECTION 1 – COMMITMENTS OF THE PRINCIPAL

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

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

SECTION 2 – COMMITMENTS OF THE BIDDER / CONTRACTOR

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

- a. The bidder(s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the EOI process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever (during the EOI process or during the execution of the contract).

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

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

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

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

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

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

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

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

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

SECTION 4 – PREVIOUS TRANSGRESSION

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

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

SECTION 5 – COMPENSATION FOR DAMAGE

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

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

SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS

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

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

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

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

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

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

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

Details of IEM appointed by ITI are as under:

Shri Atul Jundall, IFS (Retd.)

3/10 Vishesh Khand Opp. Little Friend School Gomti Nagar, Lucknow-226010(UP)

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

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

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

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

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

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

SECTION 9 - FACILITATION OF INVESTIGATION

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

SECTION 10 - LAW AND JURISDICTION

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

- 1.2 The actions stipulated in this Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the 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.

Annexure VI

Format for Joint Bidding Agreement for {Consortium}

(To be executed on Stamp paper of appropriate value)

Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...
AMONGST

1. Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

WHEREAS,

(A) Bharat Sanchar Nigam Limited having its corporate office at Janpath Road, HC Mathur Lane, New Delhi, Delhi 110001 represented by it’s CMD (hereinafter referred to as the “**BSNL**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the **Bids**”) by its Request for Proposal No. dated (the “**RFP**”) for selection of Bidder for Development (Creation, Upgradation and Operation & Maintenance) of BharatNet through Design, Build, Operate and Maintain (DBOM) Model in the Licensed Service Area of State/UT name on Design, Build, Operate and Maintain (DBOM) Model (Package XX) (the “**Package**”).

(B) The Parties are interested in jointly bidding for the package as members of a Consortium and in accordance with the terms and conditions of the RFP document and other Bidding Documents in respect of the package, and It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the package.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this package, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the package, the Lead Member shall enter into a Contract Agreement with the ITI and for performing all its obligations as the PIA in terms of the Contract Agreement for the package.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

(a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the expiry of the Defects Liability Period under and in accordance with the Contract Agreement;

(b) Party of the Second Part shall be {the Technical Member of the Consortium};

(c) Party of the Third Part shall be {the Technical Member of the Consortium};

5. Joint and Several Liability

5.1 The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the package and in accordance with the terms of the RFP and the Contract Agreement.

5.2 The Parties do hereby undertake and declare that the Lead Member shall represent all the members of the Consortium and shall at all times be liable and responsible for discharging the functions and obligations of the Consortium; and that each member of the Consortium shall be bound by any decision, communication, notice, action or inaction of the Lead Member on any matter related to this Agreement and the ITI shall be entitled to rely upon any such action, decision or communication of the Lead Member. The ITI shall have the right to release payments solely to the Lead Member and shall not in any manner be responsible or liable for the inter se allocation of payments among members of the Consortium.

Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

- i. require any consent or approval not already obtained;
- ii. violate any Applicable Law presently in effect and having applicability to it;
- iii. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
- iv. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument

to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

v. create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the expiry of the Defects Liability Period under the Contract Agreement, in case the package is awarded to the Consortium. However, in case the Consortium is either not qualified for the package or does not get selected for award of the package, the Agreement will stand terminated in case the Bidder is not qualified or upon return of the Bid Security by the BSNL to the Bidder, as the case may be.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the BSNL

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED AND SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SECOND PART

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of