



आईटीआई लिमिटेड  
नेटवर्क सिस्टम्स युनिट  
सामाग्री प्रबंधन विभाग  
एफ-100, पश्चिम विंग  
दूरवाणीनगर, बेंगलूरु - 560 016, भारत  
फोन : +91 (80) 2566 0508  
ई-मेल : materials\_nsu@itilttd.co.in  
ISO 9001: 2015 प्रमाणित युनिट

**ITI LIMITED**

**Network Systems Unit**

**Materials Management Dept.**

F-100, West Wing,  
Doorvaninagar, Bengaluru - 560 016, India

Tel : +91 (80) 2566 0508

E-mail : materials\_nsu@itilttd.co.in

ISO 9001 : 2015 Certified Unit



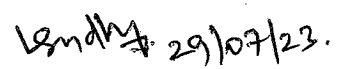
ITI Web-Site/ Govt. Portal

**ENQUIRY**

**NSU 3G 23H**

DATE 29 07 2023

Dear Sir / Madam, please quote your best price and delivery for supply/service of the following item/s,

SL. NO.	Item Description as per Technical Specifications	QTY
1	<b>Third Party Agency for Mobile Services Projects under USOF</b>	As per Annexure-X of Tender Document
<b>Please refer following enclosures before submitting tender:</b> Annexure-I: General Terms & Conditions for submission of Tender Annexure II: Tender Document Annexure III: Price Bid Annexure IV: Bid Securing Declaration Form Annexure V: NSU Bank Mandate Annexure VI: Additional Instructions for Vendor to register in ITI Limited euniwizarde portal.		
<b>Special Note: Please refer tender document vide Ref. No : ITI/NSU/4G/TPA/2023 dated 29-07-2023.</b>		
Tender Due Date	28/08/2023, 14:00 Hrs	Tender Opening Date 28/08/2023, 15:00 Hrs
Tender Opening Venue	Materials Management Dept., N.S. Unit, I.T.I. Ltd., Dooravaninagar, Bengaluru- 560 016	
Scope of Work	As per tender document ITI/NSU/4G/TPA/2023 dated 29-07-2023.	
Delivery	As per tender document ITI/NSU/4G/TPA/2023 dated 29-07-2023.	
Terms of Payment (TOP)	As per tender document ITI/NSU/4G/TPA/2023 dated 29-07-2023.	
Security Deposit	Successful Bidder should submit security deposit in the form of PBG of 5% of the Contract Value valid for the 12 months to be submitted within a week from the date of releasing Work Order.	
Loading for TOP	Loading will be done @10.5% for those who do not comply to ITI terms of payment.	
Compliance	Point-wise compliance to each item/ Clause mentioned in Tender Document.	
Validity of the offer	180 days from the last date of submission of Bid   Tender Fee: 5000.00(Inclusive of GST)	
Earnest Money Deposit	As per tender document ITI/NSU/4G/TPA/2023 dated 29-07-2023 from Scheduled bank/Valid MSME certificate along with Bid Securing declaration. The EMD is normally to remain valid for a period of 45 days beyond the final bid validity period.	
<b>All other terms and conditions as per Tender Document vide Tender refer No: ITI/NSU/4G/TPA/2023 dated 29-07-2023.</b> <b>Note: Offers should be submitted online as per tender documents.</b> <b>For submission of online Bid &amp; Procedure to be followed visit</b> ( <a href="https://itilimited.euniwizarde.com/">https://itilimited.euniwizarde.com/</a> ) <b>All Vendors have to register in website &amp; pay the tender processing fee if required:(<a href="https://itilimited.euniwizarde.com/">https://itilimited.euniwizarde.com/</a>) for submitting online BID.</b>		For ITI Ltd., N S Unit,   <b>Dy. General Manager (MM)-NS</b>

पंजीकृत एवं निगमित कार्यालय : आईटीआई भवन, दूरवाणीनगर, बेंगलूरु - 560016, भारत फोन : +91 (080) 2561 4466, फ़ैक्स : +91 (080) 2561 7525

Registered & Corporate Office : ITI Bhavan, Doorvaninagar, Bengaluru - 560 016, India Phone : +91 (080) 2561 4466, Fax : +91 (080) 2561 7525

TIN : 29980058837 GSTIN : 29AAACI4625C2ZU CIN : L32202KA1950GOI000640 Visit our Website : www.itilttd.in

**GENERAL TERMS AND CONDITIONS FOR SUBMISSION OF TENDER ( INLAND )****ENCLOSURE TO ENQUIRY No. NSU 3G 23H DATE: 29.07.2023****1. SUBMISSION OF TENDER:**

- (i) This is only an enquiry to quote and not an order. This tender enquiry is not transferable.
- (ii) Tenders must be submitted as mentioned in the tender enquiry in a Sealed Envelope indicating our Enquiry No. & Due Date" on the face of the envelope and should be addressed to the undersigned.  
**Deputy General Manager –MM(NS), M/s ITI Limited, N S Unit, Dooravaninagar, Bangalore –560 016.**

**Phone : 2566 0502, Fax : 2566 0508.**

- Note** (a) Tenders should reach us before **14.00 Hrs.** of the Due Date  
(b) Separate envelopes should be used for each enquiry.  
(c) Offer should have commercial condition and technical details  
(d) Earnest Money Deposit (EMD) if required has to be remitted in the form of Demand Draft in favour of ITI Ltd., Networks Systems Unit payable in any Scheduled Bank in Bangalore. No interest will be paid on EMD and will be returned to the unsuccessful tenderer after finalisation of the purchase order. EMD of successful bidder will be adjusted towards security deposit payable by him as laid down at Sl. No. 13

**2. OPENING OF TENDERS:**

Tenders against our enquiries will be opened in the presence of the tenderer/authorised representatives on the due date and time. If there is any pre bid meeting with the tenderers, the date & time of the same will be informed to them.

**3. LATE OFFERS:**

Tenders without indicating our enquiry No. & Due Date on the face of the envelope and tenders received late are liable for rejection without assigning any reason.

- Note** (a) Send your quote well in advance of the due date. Quotations are accepted by fax / e-mail followed by confirmatory copy. Vendors are advised to submit the tenders to our P&A Department in person to avoid postal delay / loss of tenders in transit.  
(b) If you are not in a position to quote, for any reason, please communicate the same without fail to enable us to keep you on our vendor list for future requirements.  
(c) Please mention the Sl. No. and Code / description of the items exactly as per our enquiry.

**4. PRICES:**

- (a) ITI Ltd., is planning to have long term tie up with limited vendors, who can supply the item with good quality, prompt delivery and at lowest price. Hence, you may quote in such a way that a long-term relationship is possible.
- (b) Prices must be per unit as called for in the enquiry and should be on FOR ITI/FOR destination basis as the case may be and inclusive of Insurance charges.
- (c) ITI Ltd., under normal circumstances, may not negotiate for the price. Hence you are requested to quote your best price in the original quotation itself.
- (d) Any counter terms and conditions are not binding on us unless ITI Ltd., agree to the same in writing.
- (e) In case of an order issued on you, the ordered rate should be firm till the completion of the order. In case where the market prices are going down beyond 5% of the ordered rate or decrease in the statutory levies, the same should be passed on to ITI Ltd.
- (f) Vendors should deliver the materials to ITI Ltd., Stores/the destination as mentioned in the P.O. ITI Ltd., will not take the responsibility of clearing the goods from the carriers godown/office/Railway Station/Airport, etc.
- (g) In case of supply of imported items by local dealers proof of import should be provided. Prices quoted should indicate clearly the Modvat relief (by way of C.V.D.), being passed on to ITI and supplier should furnish regular invoice indicating rate and amount of duty that is passed on which should be proportionate to the material sold to ITI from the relevant imported consignment, covered under this appropriate Bill of Entry.
- (h) If the supplier supplies the same item at a lower rate to any of their customers during the pendency of execution of ITI Ltd., Purchase Order/ Order Amendment, the supplier should voluntarily come forward and reduce the price.
- (i) The validity of your offer should be for a minimum period of **90** days from the date of opening the tender.
- (j) Any Plant/division of ITI reserves the right for placement of Repeat Order if required within one year of original PO date.

**5. STATUTORY LEVIES:**

- (a) All applicable statutory levies like Sales Tax WITH Form C & WITHOUT Form C, Excise Duty, VAT, etc., should be separately indicated with the current rate applicable. Otherwise quoted rate will be considered as inclusive of taxes / levies. Vague terms like "As applicable at the time of supply" should be avoided. Apart from Statutory levies other charges like handling, Packing & Forwarding etc., will not be paid by ITI Ltd.
- (b) In case of sales tax exempted delivery, authorisation letter from the competent authority should be enclosed along with the quote.
- (c) In case you absorb the sales tax portion, the same may be specified clearly in the quotation itself and not after opening the tender, which otherwise will be treated as post-tender correction and would disqualify your quote.
- (d) In case of statutory levies like Sales Tax, Excise Duty, Surcharge, VAT, etc., are modified, the same has to be intimated to ITI immediately.
- (e) In the event of any refund in Excise Duty/Customs Duty obtained from the Central Excise Department/ Customs Department by you or the manufacturer (if the manufacturer happens to be different from the supplier) on the Supplies made to us, such refunds should be passed on to us, immediately without waiting for any claim from us.

**6. MODVAT RELIEF:**

- (a) We are eligible to avail the credit of Excise Duty paid on items procured for manufacturing Tele-communication equipment under MODVAT RELIEF scheme. Hence "Invoice cum Gate Pass" in original for payment, and transporter copy duly marked and authenticated is to be produced along with the consignment. In case of your failing to adhere to this instruction, no ED will be reimbursed by us.
- (b) Invoices should be in the prescribed form and have all particulars as per the Central Excise Rules and notifications as amended from time to time, particularly Assessor code, Range Division, rate and amount of duty debited and debit particulars.
- (c) Agents/Distributors, on whom an order is placed, should also produce invoice Cum Gate Pass as per the procedure laid down by Central Excise Rules and notification issued from time to time. They should get registered with Central Excise authorities where ED is being passed on.

**7. TERMS OF PAYMENT:**

- (a) Payment will be made for the accepted quantity/services as per Main sheet NSU3G23H from the date of receipt of the material / services at our Stores / Destination.
- (b) No payment will be made for the rejected quantity.
- (c) In case you fall under SSI as per DIC, please mention the same in all your quotations / invoices indicating also the certificate number. This is essential if in the unlikely event of delay in payment, you would like to claim preferential payment as an S.S.I

**8. INSPECTION: (As per Enquiry NSU3G23H)**

- (a) ITI reserves the right to split the purchase order among the vendors who are capable of meeting the Quality, Delivery and Cost requirements. Preference will be given to the vendors with well-maintained and proven Quality Assurance.
- (b) We are planning to reduce inspection time with self-certification scheme for the vendors who keep up good quality leading to "ship to stock system".
- (c) Inspection of the material at our works/site will be final. ITI reserves the right to inspect the material at any other standard testing centre authorised by us.
- (d) We or our representative including our customer may if required preliminarily inspect the product at vendor's premises. Such verification shall not absolve the vendor of the responsibility to provide the acceptable product nor shall preclude subsequent rejection during the final inspection at our works/site. It is the responsibility of every vendor to ensure that only the inspected materials confirming to our specifications / drawings / requirements are supplied.
- (e) The supplies shall be from the latest batch of production. Batch Number should be indicated on the item/ packet / test certificate and accompanying delivery challan / test certificate.
- (f) Test Certificate/check list should accompany each supply. Consignments without test certificate, if asked for, are liable for rejection. Rejected material should be collected immediately (within 30 days) after our intimation by giving two days' prior notice for completing the necessary excise formalities. You should make arrangements to collect the material either personally OR through your authorized representatives. ITI does not take any responsibility to send the material back to you. After 90 days from the date of rejection intimation to you the material will be scrapped at your risk if not collected.

**9. SAMPLES:**

Those tenderers, who have not supplied the material against any of earlier orders, should submit FREE SAMPLES clearly indicating enquiry reference. Free samples along with your offer is preferable. In case of a Purchase Order on you, bulk supply should commence only after approval of samples and other approval formalities including infrastructure clearance.

**10. WARRANTY:**

ITI Ltd., is an ISO accredited company. All our equipment systems have a warranty as per Enquiry No NSU3G23H from the date of despatch to our customer. Hence, the warranty of your products should be as per Enquiry No NSU3G23H from the date of supply if not specified explicitly. Within this warranty period, if any of your components/subsystem is found defective during our manufacturing process/system testing/installation & commissioning/operation of our equipment in the field, the same is to be replaced free of cost immediately by you. Warranty specified in the P.O. to be reckoned as final.

**11. GENERAL:**

- (a) We reserve the right to accept or reject any or all offers and to order full or part quantities or cancellation thereof without assigning any reason whatsoever.
- (b) Successful tenderer only will be intimated by post through letter of intent / firm orders.
- (c) Canvassing by tenderers in any form including un-solicited letters against tenders submitted or post-tender corrections shall render their tenders liable for summary rejection.
- (d) Any Plant/division of ITI reserves the right for placement of Repeat Order if required within one year of original date.

**12. DELIVERY SCHEDULE: (As per Enquiry NSU3G23H)**

- (a) Please indicate minimum lead-time required, manufacturing capacity and the quantity that can be reserved for us.
- (b) **Liquidated Damages Clause:** Time is the essence of contract and the materials, against an order arising out of this enquiry must be delivered by the supplier according to the delivery schedule indicated in the P.O. In case of any change, the supplier should inform us in advance and obtain our approval to the revised delivery schedule. Should the supplier fail to deliver the material or part thereof as per the delivery schedule, or any extension thereof, we shall be entitled at our option either to recover from the supplier, as penalty, a sum equivalent to ½% (half percent) per week for first four weeks and 0.7% per week (fractions of a week will be considered as one week) thereafter (subject to a maximum of 10% of purchase order value) for such delay or part thereof of the item delayed or terminate the contract in respect of the balance supply so delayed and purchase materials elsewhere at the risk and cost of the defaulted supplier. Delivery schedule specified in the P.O. will be final.

**13. SECURITY DEPOSIT:**

In case of an order / LOI on you, you will have to deposit an interest free security deposit of 3% of the Order value along with the order / LOI acceptance by Bank Guarantee subject to final decision of management in this regard, which will be forfeited in case you fail to execute the order to our satisfaction in all respects. The security deposit / BG will be refunded / returned after expiry of warranty period.

**14. LOCAL REPRESENTATION:**

Please indicate your local representative's address, telephone, Fax No., of the person to be contacted, in the offer.

**15. TECHNICAL CATALOGUE:**

The Technical Catalogue in English should be submitted. In the event of any change in the technical catalogue, updated version may be sent to us immediately. It is essential that you simultaneously take up the same with approval authority and their approval copy sent to us.

**16. FORM C:**

Form C will be issued only after receipt and acceptance of materials if applicable.

**17. GOVERNING LAW:**

All suits shall be instituted in a court of competent jurisdiction at Bangalore and in case of arbitration, the Indian Arbitration Conciliation Act, 1996 is applicable.

*Bndh 29/07/23.*  
Deputy General Manager-MM(NS)

## **ANNEXURE II**

Ref: ITI/NSU/4G/TPA/2023

Dated: 29-07-2023

**Request for Proposal (RFP)  
for  
Selection of Third-Party Agency for  
Mobile Services Projects**

**ITI LIMITED**

(A Govt. of India Undertaking)

**NETWORK SYSTEMS UNIT  
F-100, 1<sup>ST</sup> FLOOR,  
DOORAVANINAGAR  
BENGALURU**

**RFP Ref. No. ITI/NSU/4G/TPA/2023**

**(Total Pages: 80)**

## Table of Contents

<b>Sr.</b>	<b>Description</b>	<b>Page No.</b>
1.	Key Dates	4
2.	Disclaimer	5-6
3.	Acknowledgment	7
4.	Interpretation of Terms/Definitions	8-9
5.	Notice Inviting RFP	10-12
6.	About RFP and Project Background	13-14
7.	Broad Scope of Work of TPA	15-16
8.	Project Monitoring and Evaluation of RFP	17-18
9.	Evaluation of Eligibility Criteria	19-23
10.	Terms and Conditions of the RFP	24-33
11.	Annexure-I (Eligibility Checklist)	35
12.	Annexure-II (RFP Cover Letter)	36-37
13.	Annexure-III (Profile of the Sole Bidder)	38-39
14.	Annexure-IV (Declaration of Acceptance of RFP Terms and Conditions)	40
15.	Annexure-V (Project Experience)	41
16.	Annexure-VI (Format for undertaking of non-blacklisting)	42
17.	Annexure-VII (Format for Near-relationship certificate)	43
18.	Annexure-VIII (Format for Integrity Pact)	44 - 52
19.	Annexure-IX (Format for Make in India Undertaking)	53 -54
20.	Annexure- X (Financial Bid)	55 - 59
21.	Annexure-A (Physical verification report)	60 - 66
22.	Annexure-B (Coverage evaluation report)	67
23.	Annexure-C (Certification in respect of Physical Verification and coverage evaluation through Drive Test	68

24.	Annexure-D weekly progress report of physical verification and coverage evaluation in	69
25.	Annexure-E Format for the certification for continuation of the Service status	70
26.	Annexure-F (Bank Guarantee for EMD)	71-72
27.	Annexure-G (Performa of Agreement)	73-75
28.	Annexure-H (Non-Disclosure Agreement)	76-78
29.	Annexure-I (Bank Guarantee Proforma)	79-80

### **Key Dates**

1	Issue of Request for Proposal (RFP) on ITI Limited e-Tender Portal <a href="https://itilimited.euniwizarde.com/">https://itilimited.euniwizarde.com/</a>	29.07.2023
2	Start of availability of RFP on ITI Limited e-Tender Portal <a href="https://itilimited.euniwizarde.com/">https://itilimited.euniwizarde.com/</a>	29.07.2023
3	Pre-bid Meeting	18.08.2023
4	Last date/time for submission of pre-bid queries	17.08.2023
5	Last date/ time for download of RFP document from ITI Limited e-Tender Portal	28.08.2023
6	Bid / RFP closing date - Last date and time for receipt of online bid (Technical)	28.08.2023 14.00Hrs
7	Time and Date for Public opening of Technical Bid.	28.08.2023 15.00 Hrs
8	Declaration of Successful Technical Bidders	To be notified later

**NOTE: The dates of events may be changed at the discretion of ITI LIMITED without assigning any reason. Such change of dates, if any, will be suitably notified on ITI Limited e-Tender Portal at <https://itilimited.euniwizarde.com/>, ITI Website and CPP Portal.**

In case the date of opening of RFP is declared to be a holiday, the date of opening of RFP will get shifted automatically to the next working day at the same schedule time. Any change in RFP opening date due to any other unavoidable reason will be duly intimated.

## **Disclaimer**

The information contained in the Request for Proposal (RFP) document or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of NS UNIT, ITI LIMITED, BENGALURU is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

The RFP is not an agreement or an offer by the ITI LIMITED (herein after, ITI/Employer) to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP include statements, which reflect various assumptions and assessments arrived at by the ITI in relation to the Consultancy. Such assumptions, assessments, statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the ITI, its employees to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon the interpretation of law. The information given is not an exhaustive account of statutory requirements should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion in the law expressed herein.

ITI, its employees make no representation or warranty and shall have no liability to any person including any applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or information contained therein or deemed to form part of this RFP or arising in any way in this Empanelment Process.



ITI also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP. ITI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplements the information, assessment or assumption contained in this RFP. The issue of this RFP do not imply that ITI is bound to select any Applicant for the Consultancy. ITI reserves the right, without any obligation or liability, to reject all or any of the proposals without assigning any reasons whatsoever. ITI reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the proposals.

The Applicants shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by ITI or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and ITI shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation for submission of the proposal, regardless of the conduct or outcome of the Empanelment Process.

## **Acknowledgment**

This document shall be returned with each page duly signed by the authorized person accepting the terms and conditions. It is expressly understood that the party has subscribed to this document with an express understanding that they will use this document only for the sole purpose of participating in the qualification process for Third Party Agency for Mobile Services Projects under ITI and must not be used for any other purpose. This document must not be passed to a third party except professional advisers assisting with this Proposal submission. The document may not be reproduced or communicated, in whole or in part, and its contents may not be distributed in written or oral form without written permission from the issuing authority.

## **Interpretation of Terms/Definitions**

Unless the context otherwise requires, the different terms and expressions used shall have the meaning assigned to them in the following paragraphs:

- 1.1.1. ADMINISTRATOR** means the Administrator, Universal Service Obligation Fund in the Department of Telecommunications under Ministry of Communications.
- 1.2 THIRD PARTY AGENCY** refers to the agency authorized by the Administrator to carry out verification and testing of the records, systems, claims and installations in order to ensure compliance with terms & conditions of the Agreement.
- 1.3 DESIGNATED MONITORING AGENCY (DMA)** means DoT units in various states designated for monitoring the USOF works like CCAs, LSAs etc., will be the DMAs. TPA shall submit its report to ITI and respective CCAs/LSAs as per directions of Administrator, USOF.
- 1.4 EFFECTIVE DATE** is the date on which this Agreement comes into effect.
- 1.5 INFRASTRUCTURE PROVIDERS-I (IP-I)** means IP-I registered with Department of Telecommunications.
- 1.6 SITES** means the locations for installation of tower & eNode-B for provision of 4G based mobile services, as per the terms & conditions of the Agreement signed with USPs.
- 1.7 LICENSED SERVICE AREA** means the territorial jurisdiction as specified under the CMTS / UASL/UL Service License except the areas that may be notified to be excluded from time to time.
- 1.8 LICENSEE** means a registered Indian Company that has been awarded License to provide the service (Basic and/ or CMTS and or Unified Access Service and or Unified License), within the geographical boundaries of the specified Licensed Service Area.
- 1.9 OPERATIONAL EXPENDITURE** means the Annual Operating Expense incurred on routine maintenance of infrastructure and recurring expenditures on diesel, electricity, security etc. including satellite bandwidth charges, to be paid by Universal Service Providers.
- 1.10 QUALITY OF SERVICE (QoS)** is evaluated on the basis of observable measure on the grade of service or the response time and also includes acceptable grade of number of faults per unit population of the subscriber served, the mean time to restore (MTTR), faults carried over beyond the MTTR and the satisfactory disposal thereof.
- 1.11 RURAL CONNECTIONS** mean the connections provided in the rural areas as identified by the Census 2011 and located in the areas served by the eNode-B site installed with the subsidy support from USO Fund.

- 1.12 TRAI** means Telecom Regulatory Authority of India constituted under the TRAI Act, 1997 as amended from time to time.
- 1.13 UNIVERSAL SERVICE PROVIDER (USP)** means such entities like CMTS/ UASL/UL Licensees, which have entered into an Agreement with the Administrator for provision of specified Universal Service.
- 1.14 USO** means Universal Service Obligation as enunciated in the Indian Telegraph Act and the Rules framed there under.
- 1.15 USO FUND** means the fund established under the Indian Telegraph Act and the Rules framed there under.
- 1.16 PURCHASER** means the Administrator, ITI LIMITED, BENGALURU
- 1.17 BIDDER** means the individual or firm who participate in this RFP and submits its RFP.

## 1. Notice Inviting Request for Proposal

**1.1.** Request for Proposal (RFP) in the prescribed format are invited from suitable bidder(s) for the “Selection of Third Party Agency for Mobile Services Projects under USOF”. The RFP details are as provided below:

	Particulars	Details
	Name of the Authority	<b>ITI LIMITED NETWORK SYSTEMS UNIT F-100, 1<sup>ST</sup> FLOOR, DOORAVANINAGAR BENGALURU</b>
	RFP Reference No.	<b>RFP Ref. No. ITI/NSU/4G/TPA</b>
	RFP Title	“Selection of Third Party Agency for Mobile Services Projects under USOF”
	Date and URL of Publishing of RFP	RFP can be downloaded from ITI Limited Tender Portal <a href="https://itilimited.euniwizarde.com/">https://itilimited.euniwizarde.com/</a> .
	Due Date and Time of Submitting RFPs	28.08.2023 14.00 Hrs
	Date and Time of Opening Technical Bid	28.08.2023 15.00 Hrs
	Project Value	65 Cr (Without GST)
	Validity of RFP	The RFP shall remain valid for a period of minimum 180 (One Hundred Eighty) days from the last date of submission
	RFP Period	Minimum period of RFP will be 12 Months and it may be extended afterward on requirement basis (upto maximum five (5) years, inclusive of the initial period of empanelment), based on the satisfactory performance by the successful bidder(s) on mutual consent.
	RFP Opening, Evaluation and Selection	The Selection will be done on the basis of qualifications as elaborated in the RFP document in double stage bidding process as Technical bid and Financial bid. The financial bids to be

		submitted as per the Annexure X. Based on the compliance to eligibility and general conditions, the responses of the bidders would be shortlisted for opening the Financial Bid. The Bidder would be shortlisted for empanelment based on the Lowest unit price per site Zone wise.
	Method of Selection	Bidders fulfilling Eligibility criteria mentioned in Para 7 of this RFP (Evaluation of Eligibility criteria) and also Lowest Financial Bid.

The bid must be submitted through ITI Limited e-Tender Portal under Two Bid System i.e., Technical Bid and Financial Bid at <https://itilimited.euniwizarde.com/>.

Note: RFP Document will be available in public domain at <https://itilimited.euniwizarde.com/> , ITI Limited Website and CPP Portal , can be downloaded free of cost.

Bid/RFP document fee of Rs.5000.00/- shall be applicable for each bid. This shall be submitted as a Demand Draft/ Online Payment (NEFT/RTGS) / Pay Order drawn from a Scheduled Bank/Post Office in favour of ITI Limited, NS Unit, Dooravaninagar, Bangalore - 560016, along with the bid/RFP document. The bid/RFP document fee is non-refundable. MSME organizations are exempted from paying of bid/RFP document fee.

Each bid shall be accompanied with a EMD from a Scheduled Bank for an amount of Rs. 12.4 Lakhs for Zone1, Rs.14.25 Lakhs for Zone2, Rs. 13.93 Lakhs for Zone3, Rs.17.77 Lakhs for Zone4 in form of DD/Bankers Cheque / Bank Guarantee /Online Payment (NEFT/RTGS) in favor of ITI Ltd, N.S.Unit, Bangalore-560016 valid for a period of 180 days from the date of bid opening. MSME organizations are exempted from EMD. But bid securing declaration should be submitted as per attached format in tender document.

On finalization of successful bidders, ITI shall release Purchase Orders to those bidders. The Contractor shall submit Performance Bank Guarantee from a Scheduled Bank to ITI for 5% of the Purchase Order value, valid for 12 months from the date of Purchase Order, within 15 days of ITI's Purchase Order. The

validity of the PBG shall be extended in case of failure to complete the work within the original delivery time line.

The EMD/Bid Guarantee of the unsuccessful Bidder will be returned to the Bidder within 60 days of finalization of selection of the Bidders. The EMD/Bid Guarantee of the successful Bidder ("Contractor") will be returned on submission of Performance Bank Guarantee.

Bids should be submitted online as per tender documents. The bid must be submitted through ITI Limited e-Tender Portal i.e., <https://itilimited.euniwizarde.com/>.

## **1.2. Opening of Bids**

### **(A) Technical Bid**

- 1.2.1** The RFP shall be opened through <https://itilimited.euniwizarde.com/>.
- 1.2.2** RFP bids, including off-line documents, received after due time and date will not be accepted.
- 1.2.3** Bids without Tender fee, EMD or other technical compliances as required in this tender will be rejected.
- 1.2.4** Incomplete, ambiguous, conditional Bids are liable to be rejected.
- 1.2.5** ITI reserves the right to accept or reject any or all RFP bids without assigning any reason. Administrator is not bound to accept the lowest RFP.
- 1.3** The Bidder shall ensure that no addition / deletion corrections have been made in the downloaded RFP document being submitted and it is identical to the RFP document appearing on the e-Tendering Portal. A self-certificate in this regard is to be submitted along with Technical bid.
- 1.4** In case of any correction/ addition/ alteration/ omission in the RFP submitted as a part of the submission of Bid, the Bid shall be treated as nonresponsive and shall be rejected summarily.
- 1.5** Integrity Pact program is to be implemented for this RFP for which signing of integrity pact is mandatory for the buyer and bidder. Format of integrity pact is provided in the RFP at Annexure-VII.
- 1.6** All Documents as proof of meeting eligibility conditions as mentioned
- 1.7** On the Bid opening day, only technical bids will be opened.

### **(B) Financial Bid**

- i. Financial bid shall consist of financial/commercial bid in the format given at **Annexure X**. Financial Bid should be submitted only through online process at <https://itilimited.euniwizarde.com/>.

- ii. The date for opening the financial/commercial bids will be communicated to all successful Bidders.
- iii. Bidder shall quote for one or more zones as per Annexure A

### **C. About Request for Proposal (RFP)**

ITI Limited invites RFP for the “Selection of Agency for Mobile Services projects under USOF”. These Agencies will have to verify sites physically, coverage verification through drive test and EQS verification from NOC reports as per requirement of USOF which will be intimated from time to time. ITI reserves the right to decide on the number of agencies to be empanelled for TPA.

## **1 Project Background**

### **1.2 About USOF & ITI**

**USOF:** The Indian Telegraph (Amendment) Act, 2003 gave statutory status to the Universal Service Obligation Fund passed by Parliament in December 2003. The Rules for administration of the Fund known as Indian Telegraph (Amendment) Rules, 2004 were notified on 26.03.2004. As per the Indian Telegraph Act 1885 (as amended in 2003, 2006), the Fund is to be utilized exclusively for meeting the Universal Service Obligation such as to provide widespread and non-discriminatory access to quality ICT services at affordable prices to people in rural and remote areas and to ensure that by developing hitherto unconnected areas, the benefits of inclusive growth are reaped by our nation, bringing in its wake rapid socio-economic development and improved standards of living.

Similarly, Universal Service Obligation Fund supported scheme to provide Saturation of 4G mobile coverage of uncovered villages is being implemented by BSNL. This scheme is for saturating 4G mobile coverage by covering 24,680 uncovered villages in the country with additional provision of 20% villages (4,936). Accordingly, total villages planned for coverage under this scheme are 29,616 (24680+4936). Additional 6,279 villages with only 2G/3G coverage have also been added for 4G saturation in this scheme.

USOF has undertaken many projects like provision of mobile services in identified uncovered villages in North Eastern States, LWE areas under LWE



phase-I, provision of mobile services in 354 uncovered villages, provision of 4G mobile services in 502 Aspirational Districts, provision of 4G mobile services in LWE areas under LWE phase-II, provision of 4G mobile services in Meghalaya, provision of 4G mobile services in Arunachal Pradesh & two Districts of Assam, provision of 4G mobile services in Andaman and Nicobar islands, provision of 4G mobile services in 7287 uncovered villages in Aspirational Districts etc.

**ITI Limited:** is a public sector undertaking in the telecommunications technology segment established as a departmental factory in 1948. The company has manufacturing facilities in Bengaluru, Naini, Rae Bareli, Mankapur and Palakkad along with an R&D centre in Bengaluru and 25 Marketing, Services & Projects (MSP) centers in India and 17 other places spread across the country. The company has a diverse suite of products including manufactured products like Wi-Fi Access Point, Radio Modem, SMPS, Set Top Box, Defence products like multi-capacity encryption units, Bulk encryption Units (BEU), Terminal End Secrecy Devices (TESD), Passive infrastructure products such as Optical Fiber Cable, HDPE duct, Antenna, diversified products such as smart energy meters, smart cards, solar panels, mini personal computers.

Besides offering the telecom turnkey solutions and customized support, ITI has a dedicated Network System Unit for executing turnkey projects for installation and commissioning of telecommunication networks. The company operates a data center at Bengaluru and currently expanding the same to offer cloud based services to government institutions/departments, banks etc

Therefore, the RFP is called for selection of TPAs who may be awarded work based on the USOF requirements.

## **2 Broad Scope of Work of TPA (but not limited to) is as follows:**

TPA will have to conduct 100% physical verification and coverage verification of mobile tower sites under various USOF mobile services projects. The broad indicative scope of work (but not limited to) is as follows.

- i. Physical verification for all sites in each bidding unit under the schemes as per the prescribed format provided by ITI. Broad List of sites is provided at **Annexure X**. While carrying out physical verification, Bidder shall also take photo and video of the infrastructures/sites installed by the BSNL/RJIL/BHL/BAL (only Soft Copy). After physical verification and coverage evaluation, Bidder shall submit site-wise following documents (soft copy as well as hard copy in the format attached in **Annexure-A** to concerned LSAs/ ITI. Each site / location to be tested within 3 months of the commissioning of the site.
- ii. Verification of coverage evaluation in village/NH/cluster of villages to be covered by above site through Drive Test as per Test Procedure & Test Schedule (TSTP) as per Coverage evaluation report in **Annexure-B**, along with Drive Test Logs (only soft copy) and Drive Test result (including plots of received signal strength, percentage coverage, etc.) for all TSPs with route maps of Drive Test and all the Drive Test Tools, resources required is responsibility of the Bidder.
- iii. Verification of coverage evaluation of all other TSPs in village/NH/cluster of villages to be covered by USOF/ITI's site for identification of duplicate/ redundant infrastructure sites/ towers as per TSTP. Existing coverage eligibility check for villages to be completed within 2 months from the date of intimation by USOF/ITI.
- iv. TPA shall also be responsible for presentation of the reports/ information to ITI/USOF/LSAs as per the prescribed format.
- v. TPA shall coordinate with ITI/USOF/LSAs and Universal Service Providers / Telecom service Providers for the assignment.
- vi. TPA shall carry out the performance tests and evaluation of Quality of Services as per directions of ITI / USOF from time to time.
- vii. Certification as per **Annexure-C** in respect of Physical Verification and coverage evaluation through Drive Test
- viii. TPA shall provide weekly progress report of physical verification and coverage evaluation in **Annexure-D** to ITI/LSA/USOF.
- ix. All reports and data shall be submitted by TPA in soft copy as well as hard copy.

- x. TPA has to arrange required logistic and equipment for the assignment.
- xi. If re-visit to the sites is required for verification, the same shall be carried out by TPA without any additional cost.
- xii. Equated quarterly subsidy verification(EQS). TPA shall carryout the work of OPEX subsidy as per the format given at **Annexure-E**. EQS verification of the OPEX subsidy will be carried out as per terms and conditions of various agreement executed between USOF and USPs. The work of EQS verification involves the verification of OPEX subsidy claims data submitted by various USPs as per agreements and the NOC reports for BTS down time during the quarter. Above EQS work may extend up to 5 years.
- xiii. **Methodology**- Per site visit shall be carried out by a qualified engineer for the physical verification including coverage evaluation through Drive Test. USOF shall make payment to ITI on per site basis. The per site cost will be as intimated by ITI on open tender basis and duly approved by Administrator USOF plus applicable GST. Therefore, actual payment to ITI shall be depending on the number of actual physical verification including coverage evaluations of sites or Existing coverage eligibility check for the locations/villages, carried out by ITI.
- xiv. **Maintenance of Records - ITI** shall draw, maintain and keep all the records (including logs of Drive Test and its results) pertaining to this work order /assignment and furnish information/accounts/reports to Administrator, USOF as and when asked to do so.

### 3.1 Report Submission

- TPA shall submit its report to ITI/USOF and respective CCAs/LSAs as per directions of USOF.

### 3.2 Resource Deployment

- TPA shall deploy their resources in consultation with ITI/USOF/designated DMAs in the DoT field units
- TPA will designate one senior official to co-ordinate with ITI/USOF. In case TPA does not have their office in locations of States, one senior level personnel should be stationed in those locations for day to day co-ordination activities between USOF and TPA.
- The TPA shall carry out all necessary activities during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

- Adequate training, required to carry out the activities mentioned in the scope of work above shall be provided by TPA to all deployed resources
- Boarding, lodging, transportation and all other expenses of the deployed resources are to be borne by TPA
- ITI shall be at liberty to object to and require the TPA to remove from the works any person who in his opinion misconducts himself or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by ITI to be undesirable. Such person shall not be employed again at works site without the written permission of ITI and the persons so removed shall be replaced within a week's time by competent substitutes.

### 3.3 Project Monitoring

The TPA may be required to be involved in some projects from survey activities stage and project monitoring also.

### 3.4 Payment Terms

- The payment by USOF to ITI shall be made site-wise on quarterly basis. Invoice shall be submitted to USOF by ITI on a quarterly basis for the number of sites verified as per the scope. ITI shall submit payment claim, linked to various activities as per terms and conditions of the work order along with all supporting documents. Payment terms shall be Back to Back Basis and payable scheme wise/state wise.
- **Liquidated Damages** - In case the activities specified above are not completed as per the terms and conditions mentioned above, ITI reserves the right to terminate this work order and/or impose Liquidated Damage (LD) for a sum equal to 1% of the price of total order value for a fortnight or part of it, subject to maximum limit of 10% of the total order value. The decision on the quantum of LD levied by the ITI/ USOF shall be final.

## 4 Evaluation of RFP

- The ITI shall examine the received responses of the Bidder against the terms of the RFP to determine their suitability i.e. whether they are complete, whether the RFP format conforms to the RFP requirements, whether the documents have been properly signed, and whether the RFP is generally in order.

- Response of the Bidder determined as not substantially responsive shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- Bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the Purchaser's requirements, as described in the RFP. Bidder must possess the technical know-how and the financial wherewithal that would be required to successfully audit and monitor the work as mentioned in the scope of work. The RFP must be complete in all respect and covering the entire scope of work as stipulated in the RFP.
- Based on the compliance for eligibility and general conditions, the responses of the bidders would be shortlisted for opening the Financial Bid.
- The Bidder has to quote unit price (per site) for one or more zones.
- Total Price of a Zone would be calculated considering total number of sites in a zone. (Number of Sites X Unit Price).
- A Bidder with Total lowest price for a particular zone will be shortlisted for award of work.

• **AWARD OF CONTRACT & DISTRIBUTION OF WORK:**

If more than one bidder is found technically and commercially eligible for any zone, ITI may consider award of work to more than one bidder in a zone at the L-1 rates to expedite the pace of project completion.

In case of award of work to more than one bidder in the same zone area or city efforts shall be made to award higher portion of work to the bidders better in price bid ranking i.e., lower the quote better the volume. (The General Criteria between L1, L2, and L3 shall be: 60:40 in case of choosing lowest two bidders; 50:30:20 in case of choosing lowest three bidders). However, the Tender being for a service and not for the supplies, the exact ratio of work and choice of area may not be met despite of all efforts. Accordingly, no PIA shall have any right to claim on Jurisdiction or Quantum of work.

Should there be an eventuality that the pace of progress is not coming from the deployed PIA(s) in any of the work and the LDs are mounting towards outer limits, ITI shall reason to awarding the whole or part of such work to alternate PIA at Risk & Cost which may be chosen from amongst the bidders who were technically qualified in the process of this very tender for the work under consideration by inviting separate competitive financial bids for such pending work from such interested companies. Cost escalation if happens in this process, shall be recoverable from the faltering PIA(s) of such work.

IN CASE OF ANY CONFLICT BETWEEN GENERAL COMMERCIAL CONDITIONS AND SPECIAL CONDITIONS OF CONTRACT, LATTER SHALL PREVAIL.

## **5 Clarifications**

- When deemed necessary, during the process, the Purchaser may seek clarifications on any aspect from any or all the Bidders. However, that would not entitle the Bidder to change or cause any change in the substance of the RFP submitted.
- ITI reserves the right to seek clarifications on the already submitted documents.

## **6 Evaluation of Eligibility Criteria**

The response to RFP shall be reviewed for determining the compliance of the general conditions of the contract and Eligibility Criteria as mentioned in the RFP. Bidders failing to meet these criteria or not submitting requisite supporting documents / documentary evidence for supporting eligibility criteria are liable to be rejected summarily.

Following are the minimum eligibility criteria based on which Bidder shall be evaluated for eligibility for further processing:

## **7 Eligibility Criteria**

	<b>Eligibility Criteria</b>	<b>Documents Required</b>
	<p>A. The Sole Bidder and all the consortium members should be registered under Companies Act, 1956/2013 or as amended or an LLP firm/Partnership firm under Partnership Act 1932.</p> <p>B. The Sole Bidder and/or consortium should have completed at least 7 years of operation in India as on RFP submission date.</p>	<p>The Bidder and all the consortium members:</p> <ul style="list-style-type: none"><li>• Copy of Certification of Incorporation/Registration Certificate</li><li>• PAN card</li><li>• GST Registration</li></ul>

	<b>Eligibility Criteria</b>	<b>Documents Required</b>
	C. Consortium is allowed.	
	The Sole Bidder/ Lead Bidder (in case of consortium) should have an average annual turnover of INR 23 Crore during the last three financial years, ending 31 <sup>st</sup> March of previous financial year	<p>The Bidder/ Lead Bidder (in case of consortium)</p> <ul style="list-style-type: none"> <li>• Audited financial statements for the last three financial years, ending 31<sup>st</sup> March of previous financial year</li> <li>• Certificate from the Statutory Auditor / Chartered Accountant on turnover details for the last three financial years, ending 31<sup>st</sup> March of previous financial year</li> <li>• Certificate from the Statutory Auditor / Chartered Accountant on positive net-worth for the last three financial years, ending 31<sup>st</sup> March of previous financial year</li> </ul>

	<b>Eligibility Criteria</b>	<b>Documents Required</b>
	<p>The Sole Bidder/Lead Bidder (in case of consortium) should possess any two (2) of the below certifications which are valid at the time of bidding:</p> <ul style="list-style-type: none"> <li>i. ISO 9001:2008/ ISO 9001:2015 for Quality Management System</li> <li>ii. ISO 20000:2011 for IT Service Management</li> <li>iii. ISO 27001:2013 for Information Security Management System</li> </ul>	<p>The Sole Bidder/ Lead Bidder (in case of consortium):</p> <ul style="list-style-type: none"> <li>i. Copies of valid certificates</li> </ul>
	<p>The Sole Bidder/ Lead Bidder (in case of consortium) should possess full time employees on payroll of the bidder, working in the IT/Telecom: Design/ Implementation / Infrastructure creation / Audit of Enterprise Network services as on RFP submission date.</p>	<p>The Bidder/ Lead Bidder (in case of consortium):</p> <p>Certificate from the Head of HR Department or equivalent on bidding entity's letter head countersigned by authorized signatory of this RFP.</p>
	<p>Bidder/Consortium shall have sufficient Manpower to carry out the activities as per the scope of work. Bidder shall provide information on the number of full time and</p>	<p>Certificate from the Head of HR Department or equivalent on bidding entity's letter head countersigned by</p>



	<b>Eligibility Criteria</b>	<b>Documents Required</b>
	part time employees on the rolls of the Bidder/Consortium. If the number of employees is found to be non-commensurate with the work expected to be allocated by ITI/USOF, ITI may treat the bid as non-compliant.	authorized signatory of this RFP.
	<p>The Sole Bidder/ Lead Bidder (in case of consortium) must have successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:</p> <p>Three similar completed works costing not less than INR 13.2 Cr.</p> <p><b>OR</b></p> <p>Two similar completed works costing not less than INR 16.5 Cr.</p> <p><b>OR</b></p> <p>One similar completed work costing not less than INR 26.4 Cr.</p>	The bidder should submit supporting documents i.e. work order and completion certificate from client.

	<b>Eligibility Criteria</b>	<b>Documents Required</b>
	<p>‘Similar work’ implies Drive Test and Site verification (Physical Inspection) done in Telecom Network of any TSP.</p> <p>One Similar Work means a Single Work/Purchase Order of value as given above.</p>	
	<p>The Sole Bidder and all the consortium members should not have been black-listed for indulging in corrupt practice, fraudulent practice, coercive practice, undesirable practice, breach of contract or restrictive practice by any Central/ State Government as on RFP submission date (during last three (3) years).</p>	<p>The Sole Bidder and all the consortium members shall furnish an undertaking signed by CEO/ Country Head/ Authorized signatory of the company to be provided on Non – judicial stamp paper of INR 100/- or such equivalent amount and document duly attested by notary public as per format in <b>Annexure -VI</b></p>
	<p>Specific Power of Attorney in favour of Authorized Signatory signing the RFP and Board Resolution in favour of person granting the Power of Attorney for the Sole Bidder (on Non – judicial stamp paper of INR 100/- or such equivalent amount and</p>	<p>Specific Power of Attorney for the Sole Bidder to sign the Contract Agreement on Non-Judicial stamp paper of Rs 100/-</p>

	<b>Eligibility Criteria</b>	<b>Documents Required</b>
	document duly notarized) who shall sign the Contract Agreement	
	As per GOI Order No. P-45021/2/2017- PP(BE-II), dated 16-09-2020 for Make in India only Class-I local supplier & Class-II local supplier are eligible to bid for this tender.	Mandatory Undertaking for Purchase Preference to MAKE In INDIA to be submitted as per format in <b>Annexure -IX</b>
	Bidder should submit Solvency Certificate valued at least Rs.31 Crore from any scheduled bank issued within 6(six) months from the Tender submission date.	Certificate to be enclosed.

**Note:** During RFP evaluation, if required, ITI may seek additional document(s) / clarification(s) from Bidder. The Bidder shall be required to provide written clarification on the queries within the stipulated timeframe failing which, ITI shall have right to disregard the clarification and proceed with the evaluation as per the RFP terms and conditions. "Bidders having legal case against ITI Ltd shall not be considered"

## **8. Terms and Conditions of the RFP**

### **8.1 General**

- The Bidders are requested to examine the instructions and terms and conditions given in the RFP. Failure to furnish all required information in every respect will be at the Bidder's risk and may result in the rejection of RFP.
- Bidder shall furnish to the ITI/USOF, on demand, such documents, accounts, estimates, returns, reports or other information as may be called for by the Administrator, USOF.

- It will be imperative for each Bidder(s) to familiarize itself/ themselves with the prevailing legal situations for the execution of contract. ITI shall not entertain any request for clarification from the Bidder regarding such legal aspects of submission of the RFP.
- It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the RFP and no claim whatsoever, including those of financial adjustments to the contract awarded under this RFP, will be entertained by ITI. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise themselves.
- The Bidder shall be deemed to have satisfied itself fully before bidding as to the correctness and sufficiency of its bid to cover all obligations under this RFP.
- The financial quotes for Mobile services projects under ITI will be called from the Third Party Agencies from this RFP only with estimated cost, EMD, PBG, payment terms, penalties etc. The successful bidders of financial bid stages will be required to sign an Integrity pact as per format supplied by ITI before award of work.
- It must be clearly understood that the Terms and Conditions and specifications are intended to be strictly enforced.

**Note:** The Bidder should be fully and completely responsible to ITI for all the deliveries and deliverables.

## 8.2 Clarifications in the RFP

A prospective Bidder requiring any clarification in the RFP may notify ITI e-mail to [materials\\_nsu@ititd.co.in](mailto:materials_nsu@ititd.co.in) . Bidder shall submit any queries related to the RFP document in the following format. The queries should necessarily be in the below given format:

	Page reference in the RFP Document	Clause No. in the RFP	Clarification Sought

**Note:** The responses to the clarifications will be notified on the ITI website by means of corrigendum to the RFP Document.

### **8.3 Amendments to the RFP**

- Before closing of the RFP, clarifications and amendments, if any, will be notified in the website mentioned in the Notice Inviting RFP. The Bidders should periodically check for the amendments or corrigendum or information in the website till the closing date of this RFP. ITI will not make any individual communication and will in no way be responsible for any ignorance pleaded by the Bidders.
- Before the closing of the RFP, ITI may amend the RFP document as per requirements or wherever ITI feels that such amendments are necessary.
- Amendments may also be given in response to the queries by the prospective Bidders. Such amendments will be notified in the websites mentioned in the RFP schedule.
- ITI, at its discretion, may or may not extend the due date and time for the submission of RFP on account of amendments.
- ITI is not responsible for any misinterpretation of the provisions of this RFP document on account of the Bidders failure to update the RFP documents on changes announced through the website.

### **8.4 Language of the RFP**

The RFP prepared by the Bidder as well as all correspondence and documents relating to the RFP shall be in English only. The supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in English duly notarized, in which case, for all purposes of the RFP, the translation shall govern. RFP received without such translation copy are liable to be rejected.

### **8.5 Contacting RFP Inviting Authority**

Bidders shall not make attempts to establish unsolicited and unauthorized contact with ITI/ RFP Committee after the opening of the RFP and prior to the notification of the Award and any attempt by any Bidder to induce any extraneous pressures on the RFP Accepting Authority shall be sufficient reason to disqualify the Bidder. Notwithstanding anything mentioned above, ITI may seek bonafide clarifications from Bidders relating to the RFP response submitted by them during the evaluation process.

## **8.6 Submission of Eligibility RFP**

- The RFP document should be properly page numbered and appropriately flagged / tagged; and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the RFP.
- The RFP prepared by the Bidder and all correspondence and documents relating to the RFP exchanged by the Bidder and ITI, shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the RFP, the English translation shall govern.
- The RFP should be signed on all the pages by the Bidder or his authorized representative and should be affixed with the Bidder's Seal.
- It shall be deemed that the Bidders have done careful study and examination of the RFP document and has fully understood the implications.
- The response to the RFP should be full and complete in all respects. Failure to furnish the requisite information or submission of a RFP not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of the RFP.
- All materials submitted by the Bidder become the property of ITI and may be returned at its sole discretion.
- A firm may submit ONLY ONE RFP. Furthermore, a firm which is a Bidder cannot be a Subcontractor in other RFP.
- If a Bidder intends to subcontract major items of supply or services, it shall include in the RFP details of the name and nationality of the proposed Subcontractor, including vendors, for each of those items and shall be responsible for ensuring that any Subcontractor proposed complies with the requirements applicable to a Bidder. For the purposes of these bidding documents, a subcontractor is any vendor or service provider with whom the Bidder contracts for the supply or execution of any part of the Contract.

## **8.7 Validations of Interlineations in the RFP**

The RFP shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the RFP.

## **8.8 Cost of RFP**

The Bidder shall bear all costs associated with the preparation and submission of its RFP including cost of presentation for the purposes of clarification of the RFP, if so desired by the ITI. ITI shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the RFP process.

### **Technical Bid:**

## **8.9 Documents Comprising the RFP**

The RFP prepared by the Bidder shall comprise the following components. The RFP not conforming to the requirements shall be summarily rejected.

- a. The Bidder must submit a detailed checklist for the Eligibility RFP mentioned in Annexure-I. Bidders are requested to add a column for page no. in the pre-qualification check list table and provide the corresponding page no. of the respective criteria.
- b. In support of eligibility, a Bidder must submit the following documents (besides the other requirements of the RFP), original copies or attested copies, as the case may be, in the absence of which the RFP will be rejected.
- c. Annexure-I: Eligibility RFP Checklist
- d. Annexure-II: RFP Cover Letter
- e. Annexure-III: Profile of Sole Bidder
- f. Annexure-IV: Declaration of Acceptance of RFP Terms & Conditions
- g. Annexure-V: Project Experience
- h. Annexure-VI: Affidavit certifying that Bidder is not blacklisted
- i. Annexure-VII: Near-relationship certificate
- j. Annexure-VIII: Integrity Pact
- k. Annexure-IX: Make in India Undertaking
- l. Annexure-X: Financial Bid
- m. Annexure- A
- n. Annexure- B
- o. Annexure -C
- p. Annexure- D
- q. Annexure- E
- r. Annexure- F
- s. Annexure- G
- t. Annexure- H
- u. Annexure-I

- v. Demand Draft for Rs. 5000/- towards cost of RFP document
- w. All documents as mentioned in Clause 6 (Evaluation of Eligibility Criteria).

**Financial Bid:** Bidders may quote the unit price per site state wise for all the Sl Nos as per the Annexure X

#### **8.10 Force Majeure**

ITI shall not be liable for any delay or failure in the performance of their respective obligations due to causes or contingencies beyond their reasonable control such as:

- a. Natural phenomena including but not limited to earthquakes, floods and epidemics.
- b. Acts of any Govt. authority domestic or foreign including but not limited to war declared or undeclared, priorities and quarantine restrictions.
- c. Accidents or disruptions including, but not limited to fire, explosions, breakdown of essential machinery or equipment, power and water shortages.

#### **8.11 Other Conditions**

- The final decision would be based on the technical capacity and meeting the Eligibility Criteria as specified in the RFP.
- ITI reserves the right to reject any or all the RFPs without assigning any reason, to relax or waive any of the conditions stipulated in the terms and conditions of RFP as deemed necessary in the best interest of ITI for good and sufficient reasons.
- TPA would be required to adhere to the practices, terms and conditions and specifications mentioned in RFP for Labour Welfare and Insurance, Regulatory Compliance, Tools and Safety Precautions. TPA will ensure the implementation of same.
- **No Employment** – Nothing in this Work Order shall constitute an offer or assurance of employment of any nature whatsoever to ITI / USOF or any person employed by or under him for this Work Order.

#### **8.12 Arbitration and Jurisdiction**

- In case of any dispute, the matter will be referred to a Sole Arbitrator to be appointed by the ITI in accordance with the "Arbitration and Conciliation Act



1996". The arbitration shall be held in Bengaluru, India and in the English language only.

- Subject to the above, the Courts at Bengaluru alone only shall have jurisdiction in the matter.

### **8.13 Conflict of Interest**

Any bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this RFP. Bids found to have a conflict of interest shall be rejected as non-responsive. Bidder shall be required to declare the absence of such conflict of interest as per Annexure-II.

### **8.14 Indemnify the ITI /USOF**

The bidder shall indemnify and at all times keep the ITI / USOF indemnified and harmless against any direct loss to it or any claims by any third person, for any personal injury to anybody or loss to property, movable or immovable, caused by or attributable to any act or omission of the bidder or any of his officer or his employee, agent or professional etc. while performing or purporting to perform the work.

### **8.15 RFP Closing Date and Time**

The RFP should be submitted not later than the date and time specified in the Notice Inviting RFP or corrigendum if published.

### **8.16 Modification and Withdrawal of RFP**

- The Bidder may modify or withdraw its RFP after the RFP's submission, provided that the Purchaser receives written notice of the modification or withdrawal, prior to the last date prescribed for receipt of RFP.
- The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions said earlier. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, post marked not later than the last date for receipt of RFP.
- No RFP may be altered / modified subsequent to the closing time and date for receipt of RFP. Unsolicited correspondences from Bidders will not be considered. No RFP may be withdrawn in the interval between the last date for receipt of RFP and the expiry of the RFP validity period specified by the Bidder in the RFP.

#### **8.17 RFP Validity**

The RFP submitted by the Bidders should be valid for a minimum period of 180 days from the date of opening of the RFP. However, ITI reserves the right to extend or short close the RFP validity period if situation warrants benefiting the Government.

#### **8.18 Initial Scrutiny**

Initial RFP scrutiny shall be conducted, and incomplete details as given below will be treated as non-responsive, if RFPs are:

- a. Not submitted as per procedure of submission of RFP as specified in the RFP
- b. Received without the Letter of Authorization
- c. Are found with suppression of details with incomplete information, subjective, conditional offers and partial offers
- d. Submitted without support documents as per the Eligibility Criteria
- e. Non-compliance of any of the clauses stipulated in the RFP
- f. Lesser validity period

All responsive RFP shall be considered for further evaluation. The decision of ITI will be final in this regard.

#### **8.19 Suppression of Facts and Misleading Information**

- During the RFP evaluation, if any suppression or misrepresentation of facts is brought to the notice of ITI, ITI shall have the right to reject the RFP and if after selection ITI would terminate the contract, as the case may be, will be without any compensation to the Bidder.
- Bidders should note that any figures in the proof documents submitted by the Bidders for proving the ineligibility is found suppressed or erased, ITI shall have the right to seek the correct facts and figures or reject such RFP.

#### **8.20 Letter of Empanelment**

- The final acceptance of the RFP is entirely vested with ITI who reserves the right to accept or reject any or all of the RFPs in full or in parts without assigning any reason whatsoever. The RFP Accepting Authority may also reject all the RFPs for reasons such as change in scope, specification, lack of anticipated financial resources, court orders, calamities or any other unforeseen circumstances. After acceptance of the RFP by ITI, the Successful Bidder shall have no right to withdraw their RFP.

- After acceptance of the RFP by ITI an Empanelment Letter will be issued to the Successful Bidder(s) by ITI.

#### **8.21 Termination of Contract**

ITI may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of seven (7) days, sent to the Successful Bidder, terminate the contract in whole or part,

- a. if the Successful Bidder fails to deliver the services within the time period(s) specified in the Contract, or within any extension thereof granted by ITI or
- b. if the Successful Bidder fails to perform any of the obligation(s) under the Contract; or
- c. if the Successful Bidder, in the judgment of ITI, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.

In the event ITI terminates the Contract in whole or in part, ITI may take, upon terms and in such manner as it deems appropriate, the services similar to those delivered and the Successful Bidder shall be liable to ITI for any additional costs for such similar services. However, the Successful Bidder shall continue the performance of the Contract to the extent not terminated.

#### **Termination for Insolvency**

ITI may at any time terminate the Contract by giving written notice with a notice period of seven (7) days to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to ITI.

#### **Termination for Convenience**

ITI may by written notice, with a notice period of seven days (7) sent to the Successful Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On

termination, the Successful Bidder is not entitled to any compensation whatsoever.

**Assigning of RFP whole or in part**

The Successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. The Bidder should not under-let or sublet to any Person (s) or body corporate for the execution of the contract or any part thereof without the written consent of ITI

**Modification in terms & conditions** – ITI/USOF, reserves the right to modify at any time the terms and conditions, if in the opinion of the ITI/USOF, ITI/USOF it is necessary or expedient to do so in public interest. The decision of the ITI/USOF shall be final in this regard.

**8.22 Rejection Criteria**

Besides other terms & conditions highlighted in the RFP, RFP may be rejected under following circumstances

**General Rejection Criteria**

- a. RFP received through Telegraphic / Fax/E-Mail/ Hard copies except, wherever required.
- b. RFP which do not conform to unconditional validity of the RFP as prescribed in the RFP
- c. If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the RFP Process
- d. Any effort on the part of a Bidder to influence the Purchaser's RFP evaluation, RFP comparison or contract award decisions
- e. RFP received by the Purchaser after the last date for receipt of RFP prescribed by the Purchaser
- f. RFP without Power of Attorney and any other document consisting of adequate proof of the ability of the authorized signatory to bind the Bidder.

**8.23 Near-relationship certificate**

The Bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the RFP. In case of proprietorship firm certificate will be given by the proprietor. For

partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Alternatively, a certificate towards the fulfillment of the above requirement submitted by the Company Secretary/Chairman or Managing Director of the Company/Authorized Signatory who is authorized for submission of RFPs, on behalf of all the Directors is also acceptable. Due to any breach of these conditions by the company or firm or any other person the RFP will be cancelled and RFP Security will be forfeited at any stage whenever it is noticed and the ITI will not pay any damage to the company or firm or the concerned person.

The Company or firm or the person will also be debarred for further participation in all the forthcoming RFPs of ITI.

The near relatives for this purpose are defined as:

- (a) Members of a Hindu undivided family.
- (b) They are husband & wife.
- (c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

The format of the certificate to be given is as per Annexure-VII.

**Set off Clause** - In the event any sum of money or claim becomes recoverable from or payable by ITI to the Administrator, USOF either against the Work Order or otherwise in any manner, such money or claim can be (without restricting any right of set off for counter claim given or employed by law) deducted or adjusted against any amount or sum of money then due or which at any time thereafter may become due to ITI under this Work Order or any other Contract between the Administrator, USOF and ITI.

**Dispute settlement** - In the event of any dispute or difference arising under the Work Order, or in connection thereof, except as to the matter, the decision of which is specifically provided elsewhere under the Work Order, the same shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of Commercial Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE (GM)/FTS-1835 dated 22.05.2018, OM NO. 334774/DoLA/AMRD/2019 dated 31.03.2020 and/or any other instructions issued in this regard from time to time.

**Annexure-I**  
**RFP Eligibility Checklist**

	<b>Contents of Pre-RFP Qualification Checklist</b>	<b>Format</b>	<b>Yes / No</b>	<b>Reference Page No</b>
1	Eligibility Checklist	Annexure-I		
2	RFP Cover Letter	Annexure-II		
3	Profile of Bidder	Annexure-III		
4	Declaration of Acceptance of Terms and Conditions in RFP	Annexure-IV		
5	Project Experience	Annexure-V		
6	Undertakings for non-black listing from the Lead Bidder	Annexure-VI		
7	Near Relation Certificate	Annexure-VII		
8	Integrity Pact	Annexure-VIII		
9	Make in India Undertaking	Annexure-XI		

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

## **Annexure-II**

### **RFP Cover Letter (To be submitted on Letter Head)**

To  
Material Management Dept,  
F 100, Network Systems Unit,  
ITI Ltd., Dooravaninagar,  
Bengaluru - 560016  
Contact: 080-25660508

Subject: RFP for Selection of Third Party Agency (ies) for Mobile Services Projects under ITI

Dear Sir,

With reference to your RFP dated ....., I/We, having examined all relevant documents and understood their contents, hereby submit our RFP for Selection of Third Party Agency for Mobile Services Projects under ITI.

The Proposal is unconditional and unqualified.

1. All information provided in the RFP and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
3. I/We acknowledge the right of the Authority to reject our RFP without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. I/We to the best of our knowledge certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

5. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any RFP that you may receive nor to select the agency, without incurring any liability to the Bidders

6. I/We to the best of our knowledge certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.

7. I/We to the best of our knowledge further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Govt. or convicted by a Court of Law for any offence committed by us or by any of our Associates.

8. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority and/ or the Govt. of India in connection with the selection of agency or in connection with the Selection Process itself in respect of the above-mentioned Project.

9. I/We agree and understand that the Proposal is subject to the provisions of the RFP document. In no case, shall I/We have any claim or right of whatsoever nature if me or our Proposal is not opened or rejected.

10. I/We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.

11. I/We agree to keep this offer valid for minimum 180 days from the Proposal Due Date specified in the RFP.

12. I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/We submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)  
(Name and seal of the firm)



**Annexure-III****Profile of the Sole Bidder**

	<b>Particulars</b>	<b>Information/docu mentary proof submitted for the compliance as applicable along with the page No. reference</b>
	Name of the Company	
	Year of incorporation	
	Nature of the Company (Registered Company)	
	<b>Registered Office Address</b>	
	Office Telephone Number	
	Fax Number	
	<b>Contact Person</b>	
	Name	
	Personal Telephone Number	
	Email Address	
	<b>Local presence at Delhi/Bangalore</b>	
	Telegraphic Address	
	Office Telephone Number	
	Fax Number	
	<b>Contact Person</b>	
	Name	
	Personal Telephone Number	
	Email Address	
	<b>Registration Details</b>	
	Permanent Account Number	
	GSTN Registration Number	

	Banker's Name, Address and Account Number	
	Certificate of Incorporation	

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

**Annexure-IV**

**Declaration of Acceptance of RFP Terms & Conditions**

To,

Material Management Dept,  
F 100, Network Systems Unit,  
ITI Ltd., Dooravaninagar,  
Bengaluru - 560016  
Contact: 080-25660508

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document [RFP Ref. No. XXXXXXXX] regarding "RFP for Selection of Third Party Agency (ies) for Mobile Services Projects under ITI "

I declare that all the provisions of this RFP/RFP Document are acceptable to my company.

I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

**Annexure-V**  
**Project Experience**

<b>Sr.</b>	<b>Item</b>	<b>Details</b>
<b>General Information</b>		
1.	Customer Name / Government Department	
2.	Name of the Contact Person and Contact details for the Project	
<b>Brief Description of scope of Project</b>		
<b>Size of the Project</b>		
3.	Contract Value of the Project in INR (Crore)	
<b>Project Details</b>		
4.	Name of the Project	
5.	Start Date and End Date	
6.	Current Status (work in progress, completed)	
7.	Contract Tenure	
8.	Type of Project	

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

## **Annexure-VI**

### **Format for undertaking of non-blacklisting**

(To be executed on Non-judicial stamp paper of INR 100/-or such equivalent amount and document duly attested by notary public)

(Insert Bidder Name) have not been blacklisted/debarred by any Central/ State Government and also have not been under any legal action for indulging in corrupt practice, fraudulent practice, coercive practice, undesirable practice, breach of contract or restrictive practice with any Indian Central/ State Government in last three (3) years.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

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

**Annexure-VII**

**Format for Near-relationship certificate**

To,

Material Management Dept,  
F 100, Network Systems Unit,  
ITI Ltd., Dooravaninagar,  
Bengaluru - 560016  
Contact: 080-25660508

Dear Sir,

I /we (Insert Bidder Name) ..... s/o ..... r/o ..... hereby certify that none of my relative(s)/ none of the relative(s) of the Directors on the Board as defined in the RFP document is employed in DOT / ITI as per details given in RFP document. In case at any stage, it is found that the information given by me is false/ incorrect, ITI shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

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

**Annexure-VIII**

**INTEGRITY PACT**

**(To be submitted on plain paper)**

**PRE-CONTRACT INTEGRITY PACT**

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

RFP for.....vide ref No.....

This Integrity Pact is made on .....day of 2023

BETWEEN:

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

AND

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

Preamble

WHEREAS the Principal intends to enter into an MOU of partnering business opportunities of common interest and able to generate synergies in execution of such business for ....

(name of the Stores / equipment / items). The Principal, values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s)/ Contractor(s).

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

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

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

#### SECTION 1 – COMMITMENTS OF THE PRINCIPAL

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

- a. No employee of the Principal, personally or through family members, will in connection with the RFP for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.
- b. The Principal will, during the RFP process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the RFP process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/ additional information through which the bidder(s) could obtain an advantage in relation to the RFP process or the contract execution.



- c. The Principal will exclude from the process all known prejudiced persons. If the principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Act or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

## SECTION 2 – COMMITMENTS OF THE BIDDER / CONTRACTOR

- 2.1 The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the RFP process and during the execution of the contract.
  - a. The bidder(s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the RFP process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever (during the RFP process or during the execution of the contract).
  - b. The bidder(s)/contractor(s) will not enter with other bidders/ contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The bidder(s)/contractor(s) will not commit any offence under IPC/PC Act, further the bidder(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents /representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
  - e. The Bidder(s) f Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.

- f. The Bidder(s)/Contractor(s) will not bring any outside influence and Govt bodies directly or indirectly on the bidding process in furtherance to his bid.
- g. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

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

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

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

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

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

The decision of the Principal to the effect that breach of the provisions of this Integrity Pact has been committed by the 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 RFP process.
- 4.2 If the Bidder(s)/ Contractor(s) makes incorrect statement on this subject, he can be disqualified from the RFP process or action for his exclusion can be taken as mentioned under Section-3 of the above for transgressions of Section-2 of the above and shall be liable for compensation for damages as per Section-5 of this Pact.

#### SECTION 5 – COMPENSATION FOR DAMAGE

- 5.1 If the Principal has disqualified the Bidder(s)/Contractor(s) from the RFP process prior to the award according to Section 3 the Principal is entitled to forfeit the Earnest Money Deposit/Bid Security/ or demand and recover the damages equitant to Earnest Money Deposit/Bid Security apart from any other legal that may have accrued to the Principal.
- 5.2 In addition to 5.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to termination of Contract due to Contractor default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor or demand and recover liquidate and all damages as per the provisions of the contract agreement against termination.

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

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

## SECTION 7 – CRIMINAL CHARGES AGAINST 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 reasonable time from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.

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

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

## SECTION 9 - FACILITATION OF INVESTIGATION

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

in English and shall extend all help to the Principal for the purpose of verification of the documents.

#### SECTION 10 - LAW AND JURISDICTION

- 10.1 The Pact is subject to the Law as applicable in Indian Territory. The place of performance and jurisdiction shall be the seat of the Principal.
- 1.2 The actions stipulated in this Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.

#### SECTION 11 – PACT DURATION

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

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

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

#### SECTION 12 - OTHER PROVISIONS

- 12.1 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate office of the Principal at Bengaluru.
- 12.2 Changes and supplements as well as termination notices need to be made in writing by both the parties. Side agreements have not been made.
- 12.3 If the Bidder(s)/Contractor(s) or a partnership, the pact must be signed by all consortium members and partners.
- 12.4 Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

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

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

For PRINCIPAL  
BIDDER(S)/CONTRACTOR(S)

For

.....  
.....

Name Designation  
Designation

Name

Witness

1. ....

1. ....

2. ....

2. ....

## **Annexure-IX**

### **Format for Make in India Undertaking**

**Bidder shall furnish following self-certificate on its letter head.**

"We M/s\_\_\_\_\_ (Name of bidder) hereby certify that we meet the mandatory minimum Local Content requirements of the RFP of equal to or more than 50% (for Class-I) / greater than 20% and less than 50% (for Class-II) (in value terms) quoted vide our offer No .\_\_\_\_\_dated \_\_\_\_\_against ITI RFP No. -----dated ..... . Given below are the list of items (goods and services) which meets the Local Content Criteria. along with details of the location(s) at which the local value addition is made in respective items (goods and services)"

Sr	Description of Items / Products / services	Make	Model	location(s) at which the local value addition is made

If value of procurement is more than INR 10 Crore, above undertaking shall be supported by the following certificate from Statutory Auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies giving the percentage of local content, on the letter head of such Statutory Auditor.

"We\_\_\_\_\_ the statutory auditor of M/s.\_\_\_\_\_  
(name of the bidder) hereby certify that M/s.\_\_\_\_\_(name of bidder) meet the mandatory Local Content requirements of the Project Work under this RFP i.e. equal to or more than 50% (for Class-I) / greater than 20% and less than 50% (for Class-II) (in value terms) quoted vide offer No.\_\_\_\_\_dated\_\_\_\_\_ against ITI RFP No. -----dated .....  
.by M/s.\_\_\_\_\_(Name of the bidder).



(Note: In case of bidder(s) for whom Statutory Auditor is not required as per law, required certificates shall be provided by a practicing Chartered Accountant.)

For Details Govt. of India Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 may be referred.

.....

# Financial Bid

# Annexure – X

Sl No.	Zones	Name of the project	Name of State	No. of villages	Name of Telecom Service Provider	Rate per site for physical Verification including report submission	Rate per site for coverage evaluation by conducting Drive Test including report submission	Rate per site for EQS verification per quarter including report submission	Total Amount per site (Column (G + H + I))	GST (on column (J))	Total Amount for all sites (No. of sites in the zone * (J + K))
A	B	C	D	E	F	G	H	I	J	K	L
1	Zone 1	4G SATURATION	A & N	226	BSNL						
2		4G SATURATION	Andhra Pradesh	2989	BSNL						
3		4G SATURATION	Karnataka	829	BSNL						
4		4G SATURATION	Kerala	542	BSNL						
5		4G SATURATION	Tamil Nadu	341	BSNL						
6		4G SATURATION	Telangana	324	BSNL						
7		7287 Aspirational Dist	Andhra Pradesh	1043	Reliance						
8		LWE Phase - II	Andhra Pradesh	228	Airtel						
9		LWE Phase - II	Telangana	15	Airtel						
10		Uncovered villages & seamless coverage on NH-4	A & N	85	RJIL						
11		354 Uncovered villages	Karnataka	3	RJIL						
12		Uncovered villages & seamless coverage on NH-6	Lakshadweep	18	BSNL						
			Sub Total	6643							

Sl No.	Zone	Name of the project	Name of State	No. of villages	Name of Telecom Service Provider	Rate per site for physical Verification including report submission	Rate per site for coverage evaluation by conducting Drive Test including report submission	Rate per site for EQS verification per quarter including report submission	Total Amount per site (Column (G + H + I))	GST (on column (J))	Total Amount for all sites (No. of sites in the zone * (J + K))
A	B	C	D	E	F	G	H	I	J	K	L
1	Zone 2	4G SATURATION	Chattisgarh	778	BSNL						
2		4G SATURATION	DNH & DD	27	BSNL						
3		4G SATURATION	Goa	66	BSNL						
4		4G SATURATION	Gujarat	720	BSNL						
5		4G SATURATION	Madhya Pradesh	2408	BSNL						
6		4G SATURATION	Maharastra	2959	Reliance						
7		502 Aspirational	Madhya Pradesh	143	Airtel						
8		7287 Aspirational Dist	Maharastra	425	Airtel						
9		7287 Aspirational Dist	Chattisgarh	227	RJIL						
10		LWE Phase - II	Chattisgarh	391	RJIL						
11		LWE Phase - II	Madhya Pradesh	8	RJIL						
12		LWE Phase - II	Maharastra	88	RJIL						
13		354 uncovered villages	Gujarat	60	RJIL						
			<b>Sub Total</b>	<b>8300</b>							

Sl No.	Zone	Name of the project	Name of State	No. of villas	Name of Telecom Service Provider	Rate per site for physical Verification including report submission	Rate per site for coverage evaluation by conducting Drive Test including report submission	Rate per site for EQS verification per quarter including report submission	Total Amount per site (Column (G + H + I))	GST (on column (J))	Total Amount for all sites (No. of sites in the zone * (J + K))
A	B	C	D	E	F	G	H	I	J	K	L
1	Zone 3	4G SATURATION	Haryana	5	BSNL						
2		4G SATURATION	Bihar	163	BSNL						
3		4G SATURATION	HP	1052	BSNL						
4		4G SATURATION	J & K	694	BSNL						
5		4G SATURATION	Ladakh	284	BSNL						
6		4G SATURATION	Punjab	41	BSNL						
7		4G SATURATION	Jharkhand	1548	BSNL						
8		4G SATURATION	Rajasthan	1824	Reliance						
9		4G SATURATION	UP	207	Airtel						
10		4G SATURATION	Uttarakhand	1212	Airtel						
11		502 Aspirational	Rajasthan	75	RJIL						
12		502 Aspirational	Bihar	51	RJIL						
13		502 Aspirational	UP	19	Reliance						

[illegible]

Sl No.	Zone	Name of the project	Name of State	No. of villages	Name of Telecom Service Provider	Rate per site for physical Verification including report submission	Rate per site for coverage evaluation by conducting Drive Test including report submission	Rate per site for EQS verification per quarter including report submission	Total Amount per site (Column (G + H + I))	GST (on column (J))	Total Amount for all sites (No. of sites in the zone * (J + K))
A	B	C	D	E	F	G	H	I	J	K	L
1	Zone 4	4G SATURATION	Arunachal Pradesh	1361	BSNL						
2		4G SATURATION	Assam	416	BSNL						
3		4G SATURATION	Manipur	293	BSNL						
4		4G SATURATION	Meghalaya	328	BSNL						
5		4G SATURATION	Mizoram	66	BSNL						
6		4G SATURATION	Nagaland	392	BSNL						
7		4G SATURATION	Odissa	2262	BSNL						
8		4G SATURATION	Sikkim	59	BSNL						
9		4G SATURATION	Tripura	143	BSNL						
10		4G SATURATION	West Bengal	50	BSNL						
12		7287Aspirational Dist	Odissa	3083	Reliance						
13		LWE Phase - II	Odissa	362	Reliance						
15		LWE Phase - II	West Bengal	1	Airtel						
16		354 Uncovered Villages	West Bengal	1	RJIL						
17		Meghalaya Project	Meghalaya	1286	RJIL						
18		Arunachal Pradesh & 2 Dist.of Assam	Arunachal Pradesh	1036	Airtel						
19		Arunachal Pradesh & 2 Dist.of Assam	Assam	322	Reliance						
			<b>Sub Total</b>	<b>11461</b>							
			<b>Grand Total</b>	<b>34415</b>							

## Annexure - A

### PROFORMA FOR PHYSICAL INSPECTION OF MOBILE SERVICES

Name of Circle -

Name of State and District -

Block-----

Village -----

Census Code 2011 -----

Implementing unit..... USOF's Sl. No.....

Date of inspection -

Date of Commissioning of mobile services from the site: .....

Items	As per self-certificate in Annexure-3 to the Agreements submitted by BSNL/RJIL/BHL/BAL to CCAs	Observations during physical verification of the site	Remarks regarding Compliance /Non compliance
<b>A. ACQUISITION OF LAND</b>			
Size of the land (Dimensions):			
Village/ Khasra Number/ Survey Number/ Revenue Record Number:			
Nearest Identification/ landmark:			
Whether on lease basis/ outright purchase:			
Copy of the lease agreement/ Sale deed:			
If on lease, the date and period of lease:			
Name of the owner:			
<b>B. MAST/TOWER/GENERAL LAYOUT OF THE SITE</b>			
Tower ID			
Latitude			
Longitude			
Name of Village & Census Code (2011)			
Name of Block			
Name of District			
Name of State			
Whether the Name is as per Agreement			
Whether approval for change of location obtained			

	Items	As per self-certificate in Annexure-3 to the Agreements submitted by BSNL/RJIL/BHL/BAL to CCAs	Observations during physical verification of the site	Remarks regarding Compliance /Non compliance
	Height of the Tower/Mast (in meter)			
	Date of Commissioning			
	TEC GRS (Number and Title) to which Mast/ Tower complied:			
C. BTS				
	Tower ID:			
	Name of Village & Census Code (2011)			
	Name of Block			
	Name of District			
	Name of State			
	Technology			
	Make:			
	Model:			
	Type of BTS (A, B):			
	Capacity/ Configuration:			
	Radiated Power in Watts :			
	Date of manufacturing:			
	Serial No.:			
	Proof of purchase (Invoice/ Bill):			
	SACFA Clearance Status :			
	Date of Commissioning:			
D. Electrical power connection:				
	Capacity of Sanctioned load:			
	Proof of sanction from SEB:			
	Main Energy Meter Type/ Capacity/ Sl. No.:			



	Items	As per self-certificate in Annexure-3 to the Agreements submitted by BSNL/RJIL/BHL/BAL to CCAs	Observations during physical verification of the site	Remarks regarding Compliance /Non compliance
	Sub-Energy Meters Type/ Capacity/ Sl. No.:			
	Earth Resistance (value in ohms):			
	Date of Installation:			
E. Renewable Energy Source				
	Capacity (Watt) :			
	Make:			
	Type:			
	Date of Manufacturing:			
	Date of Commissioning:			
F. Engine Alternator:				
	Rated Capacity of Engine alternator:			
	Make of Engine/ Alternator:			
	Serial Number of Engine/ Alternator:			
	Year of Manufacture:			
	Supplied by:			
	Proof of purchase (Invoice/ Bill):			
	Details of other components provided			
	Testing and Commissioning Report:			
	Date of Commissioning:			
	Whether available & functional			
G. Mandatory Approvals: The following mandatory approvals have been obtained and copies of various certificates are attached.				
	Director General of Civil Aviation (in case the tower falls in the corridor)			
	Environment Pollution Clearance			
	Others, if any, as per the local laws.			
H. Battery:				
	Rated Capacity:			
	Make:			
	Type:			
	Date/ Year of Manufacturing:			
	Proof of purchase (Invoice/ Bill):			
	Number of Sets:			
	Date of Commissioning:			

	Items	As per self-certificate in Annexure-3 to the Agreements submitted by BSNL/RJIL/BHL/BAL to CCAs	Observations during physical verification of the site	Remarks regarding Compliance /Non compliance
	Whether available & functional			
I. SMPS Power Plant:				
	Rated Capacity of each module:			
	Make:			
	Type:			
	Date of Manufacturing:			
	Proof of purchase (Invoice/ Bill):			
	Number of Modules:			
	Date of Commissioning:			
	Whether available & functional			
J. Antenna for BTS/ Microwave (To be provided separately):				
	Type: (Omni, directional or any other type*)			
	Gain:			
	Beam width:			
	Size:			
	Weight:			
	Frequency of operation:			
	Location on the Tower:			
	Make:			
	Date of Manufacture:			
	Date of Commissioning:			
K. Backhaul				
	Type of Backhaul (Microwave (MW) backhaul, VSAT, OFC or any other)			
	Antenna Specification as per (J) above in case of Microwave backhaul:			
	If VSAT backhaul, Bandwidth capacity (in kbps)			
L. Signal Coverage details: Certified that the actual coverage achieved from the infrastructure site installed is as per the prevalent TRAI regulations on QoS standards.				
	Signal Strength			
	Details of Coverage Area			

	Items	As per self-certificate in Annexure-3 to the Agreements submitted by BSNL/RJIL/BHL/BAL to CCAs	Observations during physical verification of the site	Remarks regarding Compliance /Non compliance
<b>M. Village Coverage details:</b> The actual number of villages covered from the infrastructure site installed in the village cluster as against the number of villages to be covered as specified in the Agreement is as given below:				
	Names of villages to be covered from BTS of the Infrastructure Site as per the Agreement			
	Names of villages actually covered from BTS of the Infrastructure Site			
	Names of villages not covered as proposed in the Agreement			
<b>N. National Highway Coverage details:</b>				
	NH to be covered from BTS of the Infrastructure Site as per the Agreement			
	Section of NH actually covered from BTS of the Infrastructure Site			
	Section of NH not covered as proposed in the Agreement			
<b>O. SIGN BOARD</b>				
	Whether sign board available			
	Whether it is specified that site is subsidized by USOF			
<b>P. Fire alarm systems and fire extinguishers</b>				
	Whether the equipment installed			
<b>Q. Mobile Services (Details of Item 2,3,4 in Enclosure)</b>				
	Date of commissioning & commencement of mobile services (dd/mm/yyyy)			
	Whether the site was functional on the date of inspection. (If no reasons thereof)	Yes/No		
	Whether log book on site maintenance maintained	Yes/No		
	Grievance redressal mechanism	Yes/No		
	Whether faults and rectification reports of the BTS, Backhaul, Antenna, Battery, Power Plant and other related details in	Yes/No		

	<b>Items</b>	<b>As per self-certificate in Annexure-3 to the Agreements submitted by BSNL/RJIL/BHL/BAL to CCAs</b>	<b>Observations during physical verification of the site</b>	<b>Remarks regarding Compliance /Non compliance</b>
	respect of the service rendered is available with the USP			
	Whether history sheet for each installation, statistics and analysis on the overall maintenance status is maintained by USP			
	Number of faults during last calendar month			
	Average time needed for restoration			
	Number of days non-functional during last calendar month			
<b>R. General Observations</b>				
	Any additional remarks, suggestions of the Inspecting officials and observations with regard to any variance with the Agreement. (if yes, Details in Enclosure)			
	Traffic in Erlang during previous calendar month			
	Data traffic previous calendar month			
	Is there any other TSPs in village/NH/cluster of villages to be covered by this USOF site, apart from the one who has entered into Agreement with USOF	Yes/No		
	If yes, name of service provider			
	Was the service started before installation of the USOF funded tower	Yes/No		
	Pen picture of site giving details of demography, socio-economic condition, geographical and other conditions having a bearing of installation and maintenance of service			
	Any other comments of the Officer(s) conducting verification			
	Signature with stamp of representative of M/s BAL/BHL/RJIL/BSNL			

	<b>Items</b>	<b>As per self-certificate in Annexure-3 to the Agreements submitted by BSNL/RJIL/BHL/BAL to CCAs</b>	<b>Observations during physical verification of the site</b>	<b>Remarks regarding Compliance /Non compliance</b>
	Name, Signature and designation of Officials conducting verification			

**Note:** Details observations against items may be provided in separate enclosures, if it is needed.

**Signature of Bidder with stamp**

## **Annexure-B**

### **Format for Coverage Evaluation of Sites**

#### **A. Details of USOF Site with its coverage evaluation under Verification:**

USOF Sl. No. (As per Appendix-1 of the Agreements)	State	District/Block Name	Name of Village /NH	Cellular Code	Lat	Long	Date of survey of the site (as per approved survey report)	Date of Commissioning of the site (as per Annexure-3 of the Agreements submitted by BSNL/RJIL/BHL/BAL to CCA)	Coverage result in percentage through Drive Test in the Village/NH to be covered by the USOF site under verification, as per the DoT's TSPT for the relevant technology (2G/3G/4G)			Remarks
									2G	3G	4G	

**Note:** In case of a village cluster is covered by a single USOF site, name of villages in cluster to be mentioned and coverage evaluation is to be carried out in each such village.

#### **B. Details of nearby sites/BTS with their coverage evaluation in village/NHs to be covered by USOF's site (under verification) for identification of duplicate/ redundant infrastructure sites/ towers (information of nearby sites may be taken from NEP portal wherever applicable)**

S No	Site/ BTS ID	Name of service provider	State and District	Block	Village	Lat	Long	Type of service (2G/ 3G/4G)	Distance from the site under inspection (Approximate)	Date of commencement of services	Coverage result in percentage through Drive Test in the Village/NH to be covered by the USOF site under verification, as per the DoT's TSPT for the relevant technology (2G/3G/4G)	Remarks

#### **Notes:**

1. Drive Test may be conducted to evaluate mobile RF coverage.
2. Plots of received power strength on the map with value better than or equal to admissible range as per DoT's TSPT for relevant technology (2G/3G/4G) may be shown in Green and for other values in Red.

**Signature of Bidder with stamp**

## **Annexure – C**

To,  
Material Management Dept,  
Network Systems Unit,  
ITI Ltd., Dooravaninagar  
Bengaluru - 560016

**Subject: Site-wise certificate in respect of Physical Verification and coverage evaluation through Drive Test for the sites commissioned under the Agreements No. -----**

In reference to aforesaid mentioned subject; the following is certified: -

1. That the site at USOF S.No. \_\_\_\_\_ in Bidding Unit \_\_\_\_\_ has been physically verified by this office or its representatives, as per terms and conditions of the above Agreement(s) and it is certified that the same conforms to terms and conditions of the Agreement(s).
2. That the contents of proforma for self-certification by USP Name-----(**Annexure-3 to the Agreements signed on -----**) submitted by USP Name----- are correct, as per physical verification conducted by this office.
3. That coverage evaluation of all other TSPs in village/NHs to be covered by aforesaid USOF's site has been carried out. No duplicate/ redundant infrastructure has been found after coverage evaluation.
4. That the following documents /reports of the site are also enclosed herewith for your references.
  - a) Physical verification report in **Annexure-A** along with all supporting documents.
  - b) Coverage evaluation report in **Annexure-B** along with Drive Test Logs (only soft copy) and Drive Test result (including plots of received signal strength, percentage coverage, etc.) for all TSPs with route maps of Drive Test.
  - c) Photos/Videos of infrastructures/site installed by USP Name----(only soft copy)
5. Necessary action may be taken accordingly by your office.

### **Signature of Bidder with stamp**

**Note 1:** In case of a village cluster is covered by a single USOF site, coverage evaluation is to be carried out in each village which are part of the cluster.

**Note 2:** If ITI finds any deviation(s) from the Agreement(s) dated ----- and any other instructions/clarifications/guidelines issued by the USOF, during physical verification(s) and coverage evaluation or otherwise, they may clearly indicate in their report.

**Annexure-D**

**WEEKLY SUMMARY OF PROGRES OF PHYSICAL INSPECTION & COVERGAE  
EVALUTION OF SITES IN NER STATES**

**(To be submitted weekly on every Tuesday)**

**As on \_\_\_\_\_**

<b>Name of the State</b>	<b>Number of sites to be verified</b>	<b>Total No. of sites verified as on date of reporting</b>	<b>Total Number of sites verified during the reporting week</b>	<b>Total Number of sites for which Certificates submitted to LSA (Annexure-C with supporting documents)</b>	<b>Remarks</b>
<b>(i)</b>	<b>(ii)</b>	<b>(iii)</b>	<b>(iv)</b>	<b>(v)</b>	<b>(vi)</b>

**Signature of Bidder with stamp**



**ANNEXURE-E****ATTACHMENT B TO ANNEXURE 2: EQS CLAIM STATEMENT FOR QE ..... FROM  
UNIVERSAL SERVICE PROVIDER FOR THE 4G based mobile services THAT HAVE  
ALREADY BEEN COMMISSIONED**

**Name of Universal Service Provider :  
Unit:**

**Name of Implementation**

S · N o	S i t e I D	S t a t e	Site det ails (Di stri ct- Blo ck- Vill age )	Site Locatio n		Date of Comp letion /Com missi on of the 4G base d mobil e servi ces site	Cate gory	Bac kha ul typ e	Cate gory - spec ific EQS com pon ent	Sate llite Ban dwi dth amo unt	Su bsi dy pa ya ble	Durati on of interr uption of servic es		Tota l days for whic h servi ces wer e interr upt ed	Ded ucti on of sub sidy on Pro rata basi s for Col 13	Ne t su bsi dy pa ya ble (C ol 10- 14 )
				L a t & L o n	NH or unc over ed villa ge							Fr om date	To date			
1	2	3	4	5	6	7	8A	8B	9A	9B	10	11	12	13	14	15
1																
2																

**(Signature of Authorized Signatory) along with Company seal**

**Note:**

1. Deduction of subsidy on account of interruption of services shall be made on the total no. of days such incidences have happened from the specific site. Further, the details of interruption are to be separately provided.
2. Rounding off the subsidy to the nearest rupee shall be made only in the total subsidy due.

**ANNEXURE-F:**

**BANK GUARANTEE FOR EMD**

1. As agreed under the relevant terms and conditions of Enquiry Ref \_\_\_\_\_ dt \_\_\_\_\_ (hereinafter called the said Enquiry) between M/s. ITI Ltd., NS Unit, Dooravani Nagar, Begaluru-560016, India. (Hereinafter called the Purchaser) \_\_\_\_\_ and M/s. \_\_\_\_\_ (hereinafter called the Bidder) for supply of \_\_\_\_\_, the Bidder hereby agrees to furnish EMD against supply performance by way of an irrevocable Bank Guarantee for Rs. \_\_\_\_\_ (Rupees. \_\_\_\_\_). We \_\_\_\_\_ (indicate the name of Bank) (hereinafter referred to as 'THE BANK' at the request of the Bidder do hereby undertake to pay to the Purchaser, an amount not exceeding Rs. \_\_\_\_\_ (Rupees. \_\_\_\_\_) against any loss or damage caused to or suffered or would be caused to or suffered by the Purchaser, by reasons or breach by the said Bidder of any of the terms or conditions contained in the said Enquiry.
2. We \_\_\_\_\_ (indicate the name of the Bank) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser, by reason of breach by the said Bidder of any of the terms and conditions contained in the said Enquiry or by reason of the Bidder's failure to perform the said Enquiry. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee shall be restricted to an amount not exceeding \_\_\_\_\_ Rs. \_\_\_\_\_ (Rupees. \_\_\_\_\_).
3. The Bank further agrees that the Purchaser shall be the sole judge as to whether the said Bidder has committed any breach or breaches of any of the terms and conditions of the contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Purchaser on account thereof, and the decision of the Purchaser that the said Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Purchaser from time to time shall be conclusive, final and binding on the Bank.
4. We undertake to pay to the Purchaser, any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceedings pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
5. It shall not be necessary for the Purchaser to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be

- enforceable against the Bank notwithstanding any security which the Purchaser may have obtained or obtains from the Bidder.
6. We \_\_\_\_\_ (indicate the name of Bank) further agree with the Purchaser, that the Purchaser shall have the fullest liberty without our consent and without effecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Enquiry or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said Enquiry and we shall not be relieved from our liability by reasons of any such variation, or extension being granted to said Bidder or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser, to the said Bidder.
  7. or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
  8. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.
  9. We \_\_\_\_\_ (indicate the name of Bank) undertake not to revoke this Guarantee during its currency except with the previous written consent of the Purchaser, in writing.
  10. Notwithstanding anything contained in the foregoing clauses, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees. \_\_\_\_\_) and our guarantee shall remain in force until \_\_\_\_\_ (Date of expiry of Bid validity). Unless a demand is made against us to enforce a claim under this guarantee within three months from the date of expiry of Bid validity, all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liability hereunder.

DATE :

For \_\_\_\_\_ (indicate the name of Bank)

**ANNEXURE-G:**

**PERFORMA OF AGREEMENT**

An AGREEMENT made this day the-- Between  
..... (hereinafter called  
the "CONTRACTORS") of the first part and M/s ITI  
LIMITED, .....(hereinafter called the "COMPANY") of  
the second part.

Whereas the Contractors have by tender dated-----  
offered to execute and fully complete the intended works in connection  
with the  
.....for  
the company as set forth in the tender as amended and the drawings,  
general conditions, special conditions, specifications, bill of quantities and  
schedule hereto annexed according to the terms, obligations and  
conditions therein contained at and for an approximate total sum of  
Rs.  
.....(Rupees.....  
.....  
.....)  
and company has accepted such itemized rate tender in terms of its  
letter no  
..... Dated .....

Now this AGREEMENT witnessed as follows:

1. The CONTRACTORS covenant and agree with the COMPANY that the  
CONTRACTORS will within the time of..... months from the date  
stipulated in the work order and in the manner and pursuant and  
subject to all and singular the terms, obligations and conditions in the  
said tender as amended and the drawings, general conditions, special  
conditions, specifications, bill of quantities and schedule provide,  
contained and referred to execute and fully complete all and singular  
the works specified, described or referred to in and by the said tender  
as amended and the drawings , general conditions, special conditions,  
specifications, bill of quantities and schedule and will well truly observe,  
perform, fulfill, submit to and keep all the said terms, obligations,  
conditions, and matters in the said tender as amended and drawings  
general conditions, special conditions, specifications, bill of quantities  
and schedule contained and referred to and on the part of the  
CONTRACTORS to be observed, performed, fulfilled, submitted to or  
kept according to the true intent and meaning of the said tender as  
amended and the drawings general conditions, special conditions,  
specifications, bill of quantities and schedule. Any items not covered  
by the tendered rates will be worked out as per special conditions  
attached to the tender documents.

2. In case the work is not completed in the manner mentioned above to the complete satisfaction of the COMPANY in every respect within the aforesaid time limit of Months from the stipulated in the work order, the CONTRACTORS agree to pay a penalty of % of the value of the work order for each week of delay beyond the date stipulated for the completion, subject, however to a maximum of % of the work order. It is agreed that time is the essence of the contract.

3. In consideration of the premises the COMPANY covenants with the CONTRACTORS that it will pay to the CONTRACTORS at the several times and in the sums, proportions and manner in the said, general conditions, special conditions in that behalf provided the amount accruing from time to time, but subject to Conditions therein contained.

4. This agreement further witnessed that the CONTRACTORS hereby covenant with the COMPANY that in the event of the non-fulfillment in any respect by the CONTRACTORS of the said covenants, terms, agreements, obligations will pay to the COMPANY all loss, damages, costs, charges and expenses as the COMPANY may be directly or indirectly put to in consequence of such non-fulfillment by the CONTRACTORS.

5. If the CONTRACTOR fail to perform the contract or carry out the contract to the satisfaction of the COMPANY within the period fixed for the purpose or at any time repudiates the contract before the expiry of such period, the General Manager or any officer of the COMPANY so authorized may, without prejudice to the right of the COMPANY to recover from the contractors damages for the breach of the contract, terminate the contract as the whole or terminate a part of the contract at the risk and cost of the CONTRACTORS without prior notice and get the balance work executed through some other agencies and held the CONTRACTORS liable for all the losses and expenses incurred by the COMPANY. The decision of the General Manager is final with regard to the satisfactory performance of the Contract and is binding on both the parties.

6. In the event of any disputes arising in connection with this contract, it is further agreed that such disputes shall be referred to the sole arbitrator as per the arbitration clause in the general terms and conditions of the contract.

7. The following documents are deemed to form Part and parcel of the agreement viz., the tender dated.....and letter no..... dated.....the general terms and conditions, special conditions, the specifications, the priced bill of quantities, the schedule of rates and dated... all of which for the purpose of identification have been signed by the.....

.....on the behalf of the  
 COMPANY, and..... on behalf of  
 acceptance and all lettersreferred therein will also form a part of this  
 agreement.

8.This agreement further witnessed that the CONTRACTORS are responsible  
 for any accident or other compensation payable to the workman employed by  
 the working under the control of CONTRACTORS that the COMPANY has no  
 sort of liability in the matter, and that if any payment would have to be made  
 by the COMPANY, the same shall be reimbursed by the CONTRACTORS.

In witness where of the said parties here to have hereunto set their hands.

For, ITI LIMITED	For,
Authorized Signatory	PROPRIETOR

Witnesses:

1. ....

2. ....

Witnesses:

1. ....

2. ....

Place:

Date:

**ANNEXURE-H:**

**NON-DISCLOSURE AGREEMENT**

**ITI LTD**

**(A Government of India Undertaking)**

Network Systems Unit, Dooravaninagar  
BENGALURU – 560 016

This Agreement is made on \_\_\_\_\_ day of \_\_\_\_\_ 2023 between ITI Limited

NETWORK SYSTEMS UNIT a Government of India Enterprise, having its registered and corporate office at ITI BHAVAN, DOORAVANINAGAR, BENGALURU – 560 016. herein after called ITI LIMITED which expression shall unless repugnant to the subject or the context mean and included its successor, nominees or assigns and

M/s a company incorporated under the Indian Companies act, 1956, and having its registered office at \_\_\_\_\_ herein after called “Bidder” which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

Whereas a Tender was floated by ITI LIMITED for the selection of third party agency for Mobile Service Project and M/s \_\_\_\_\_ is one of the Bidders. The Bidder will be issued tender document, which contains highly classified and confidential information. The information is to be protected from unauthorized use and disclosure:

In consideration of this, the Bidder agrees as follows:

1.This Agreement will apply to any information attached hereto pertaining to project disclosed by ITI LIMITED to the Bidder in writing or otherwise information consists of tender document, specifications, designs, plans drawing, software, prototypes and / or technical information, and all copies and derivatives containing such Information, that may be disclosed to Bidder for and during the purpose. Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means by ITI LIMITED to the Bidder.

2.The Bidder shall use the information pertaining to this project only for the purpose and shall hold information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the information, and shall grant access to information only to its employees who

have need to know, but only to the extent necessary to carry out the business purposes of this project as defined in. The Bidder shall cause its employees to comply with the provisions of this Agreement applicable to his and shall not reproduce information without prior

permission of ITI LIMITED. The permission to reproduce shall only be given if considered necessary and to the extent essential for fulfilling the purpose. The Bidder may, however, disclose the information to its consultants and contractors with a need to know; provided that by doing so, the Bidder agrees to bind those consultants and contractors to terms at least as restrictive as those stated herein, advise them of their obligations and indemnify ITI LIMITED for any breach of those obligations.

3.The Bidder shall not disclose any information pertaining to this project to any third party.

4.Upon the request of ITI LIMITED, he shall return all information to ITI LIMITED immediately, provided, however, that an archival copy of the information may be retained in the files of the Bidder's counsel, solely for the purpose of providing the contents of the information.

5.In case the Bidder is not selected for awarding the work of this project, he shall return to ITI LIMITED all the original documents that have been made over by ITI LIMITED to him pertaining to this project Within 15 days of outcome of the tender and/or shall destroy all hard / soft copy/(ies) of the information pertaining to this project. Intimation in this regard is to be given by Bidder to ITI LIMITED.

6.The Bidder recognizes and agrees that all the information pertaining to this project is highly confidential and is owned solely by ITI LIMITED, Govt of India and that the unauthorized disclosure or use of such confidential information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, the Bidder agrees that ITI LIMITED will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

7.The Bidder's failure to enforce any provision, right or remedy under this agreement shall not constitute waiver of such provision, right or remedy.

8.This Agreement will be construed in, interpreted and applied in accordance with the laws of India.

9.This Agreement attached hereto constitutes the entire agreement with respect to the Bidder's obligations in connection with information disclosed hereunder.

10.The Bidder shall not assign this Agreement without first securing ITI LIMITED's written consent.



11. This agreement will remain in effect for ten years from the date of the last disclosure of confidential information, at which time it will terminate, unless extended by ITI LIMITED in writing.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their duly authorized officer or representatives.

M/s \_\_\_\_\_

ITI LIMITED

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Signed

Signed

## **ANNEXURE-I:**

### **BANK GUARANTEE PROFORMA**

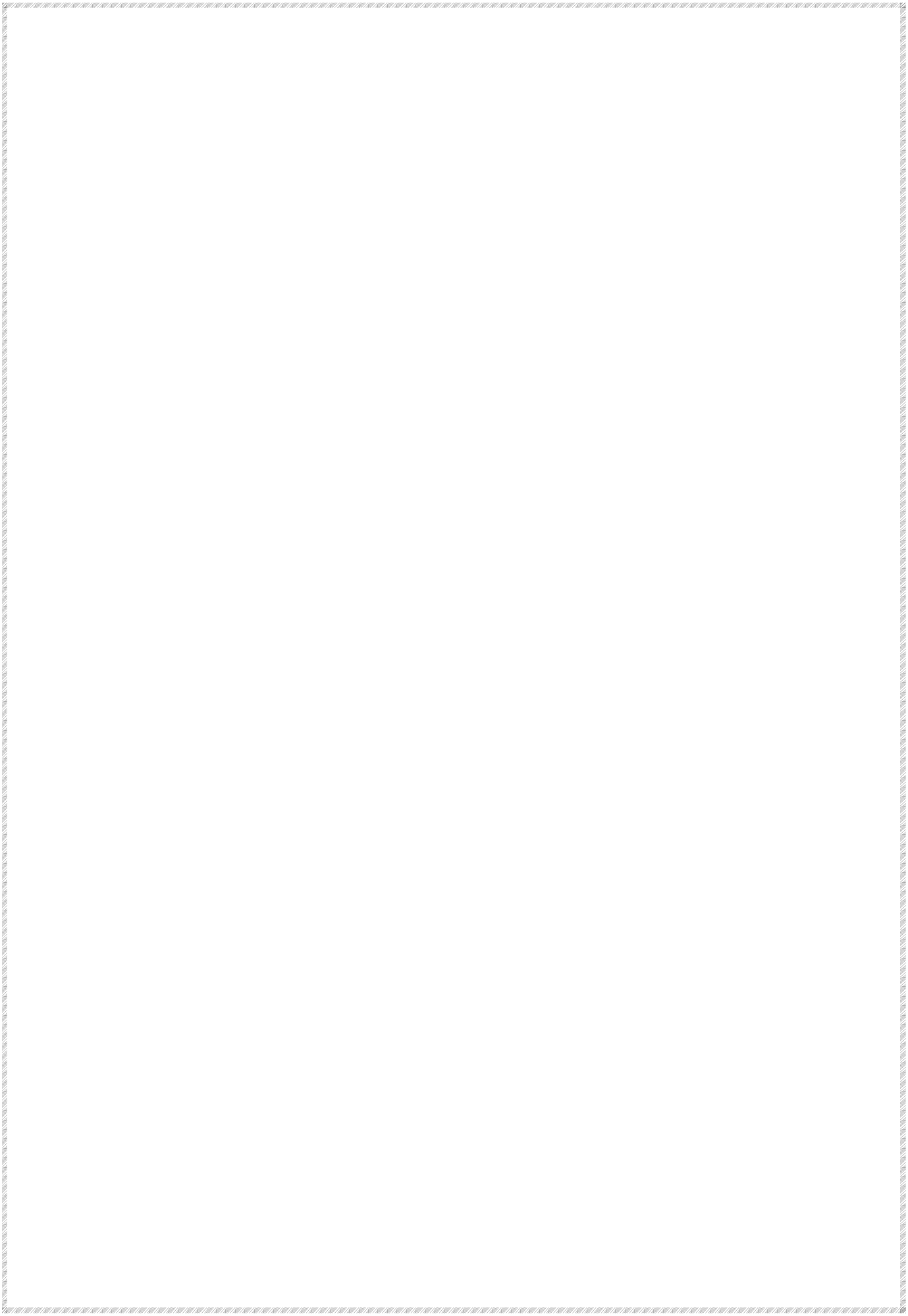
1. As agreed under the relevant terms and conditions of Purchase Order Ref ..... dt ..... (hereinafter called the said Purchase Order) between M/s. ITI Ltd., NS Unit, Dooravaninagar, Bangalore-560 016, India. (Hereinafter called the purchaser) and M/s. .... (Hereinafter called the supplier) for supply of ..... the supplier hereby agrees to furnish a security Deposit against supply performance by way of an irrevocable Bank Guarantee for Rs..... (Rupees8.....) We ..... (indicate the name of Bank) (hereinafter referred to as 'THE BANK' at the request of the supplier do hereby undertake to pay to the purchaser, an amount not exceeding Rs. .... (Rupees. ....) against any loss or damage caused to or suffered or would be caused to or suffered by the Purchaser, by reasons or breach by the said supplier of any of the terms or conditions contained in the said Purchase Order.
2. We ..... (indicate the name of the Bank) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the purchaser, by reason of breach by the said supplier of any of the terms and conditions contained in the said Purchase Order or by reason of the supplier's failure to perform the said Purchase Order. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....)
3. The Bank further agrees that the Purchaser shall be the sole judge as to whether the said Supplier has committed any breach or breaches of any of the terms and conditions of the contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Purchaser on account thereof, and the decision of the Purchaser that the said Supplier has committed such breach or breaches and as to the amount or amounts of loss, damage costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Purchaser from time to time shall be conclusive, final and binding on the Bank.
4. We undertake to pay to the Purchaser, any money so demanded notwithstanding any dispute or disputes raised by the Supplier in any suit or proceedings pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

5. It shall not be necessary for the Purchaser to proceed against the Supplier before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the Purchaser may have obtained or obtains from the Supplier.
  
6. We ..... (indicate the name of Bank) further agree with the Purchaser, that the Purchaser shall have the fullest liberty without our consent and without effecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Purchase Order or to extend time of performance by the said Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Supplier and to forbear or enforce any of the terms and conditions relating to the said Purchase Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to said Supplier or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser, to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
  
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier.
  
8. We ..... (indicate the name of Bank) undertake not to revoke this Guarantee during its currency except with the previous written consent of the Purchaser, in writing.
  
9. Notwithstanding anything contained in the foregoing clauses, our liability under this guarantee is restricted to Rs.....(Rupees.....) and our guarantee shall remain in force until ..... (Date of Contract period). Unless a demand is made against us to enforce a claim under this guarantee within twelve months from the date of expiry of contract period, all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liability hereunder.


DATE:


For ..... (indicate the name of Bank)


PLACE:




# ANNEXURE III

			REF NO. NSU3G23H Zone 1 PRICE BID FORMAT ANNEXURE III (I)								
Sl No.	Zone	Name of the Project	Name of State	No of Villages	Name of Telecom Service Provider	Rate per site for physical Verification including report submission	Rate per site for coverage evaluation by conducting Drive Test including report submission	Rate per site for EQS verification per quarter including report submission	Total Amount per site (Column (G + H + I))	GST (on column (J))	Total Amount for all sites (No. of sites in the zone * (J + K))
A	B	C	D	E	F	G	H	I	J	K	L
		Vendor Name									
1	Zone 1	4G SATURATION	A&N	226	BSNL						
2		4G SATURATION	Andhra Pradesh	2989	BSNL						
3		4G SATURATION	Karnataka	829	BSNL						
4		4G SATURATION	Kerala	542	BSNL						
5		4G SATURATION	Tamilnadu	341	BSNL						
6		4G SATURATION	Telangana	324	BSNL						
7		7287 Aspirational Dist	Andhra Pradesh	1043	Reliance						
8		LWE Phase - II	Andhra Pradesh	228	Airtel						
9		LWE Phase - II	Telangana	15	Airtel						
10		Uncovered villages & seamless coverage on NH-4	A&N	85	RJIL						
11		354 Uncovered villages	Karnataka	3	RJIL						
12		Uncovered villages & seamless coverage on NH-6	Lakshadweep	18	BSNL						
		Sub Total		6643							

			REF NO. NSU3G23H Zone 2		PRICE BID FORMAT			ANNEXURE III (2)			
Sl No.	Zone	Name of the Project	Name of State	No of Villages	Name of Telecom Service Provider	Rate per site for physical Verification including report submission	Rate per site for coverage evaluation by conducting Drive Test including report submission	Rate per site for EQS verification per quarter including report submission	Total Amount per site (Column (G + H + I))	GST (on column (J))	Total Amount for all sites (No. of sites in the zone * (J + K))
A	B	C	D	E	F	G	H	I	J	K	L
	Vendor Name										
1	Zone 2	4G SATURATION	Chattisgarh	778	BSNL						
2		4G SATURATION	DNH&DD	27	BSNL						
3		4G SATURATION	Goa	66	BSNL						
4		4G SATURATION	Gujarat	720	BSNL						
5		4G SATURATION	Madhya Pradesh	2408	BSNL						
6		4G SATURATION	Maharashtra	2959	Reliance						
7		502 Aspirational	Madhya Pradesh	143	Airtel						
8		7287 Aspirational Dist	Maharashtra	425	Airtel						
9		7287 Aspirational Dist	Chattisgarh	227	RJIL						
10		LWE Phase - II	Chattisgarh	391	RJIL						
11		LWE Phase - II	Madhya Pradesh	8	RJIL						
12		LWE Phase - II	Maharashtra	88	RJIL						
13		354 uncovered villages	Gujarat	60	RJIL						
			Sub Total	8300							

			REF NO. NSU3G23H Zone 3 PRICE BID FORMAT ANNEXURE III (3)								
Sl No.	Zone	Name of the Project	Name of State	No of Village	Name of Telecom Service Provider	Rate per site for physical Verification including report submission	Rate per site for coverage evaluation by conducting Drive Test including report submission	Rate per site for EQS verification per quarter including report submission	Total Amount per site (Column (G + H + I))	GST (on column (J))	Total Amount for all sites (No. of sites in the zone * (J + K))
A	B	C	D	E	F	G	H	I	J	K	L
		Vendor Name									
1	Zone 3	4G SATURATION	Haryana	5	BSNL						
2		4G SATURATION	Bihar	163	BSNL						
3		4G SATURATION	HP	1052	BSNL						
4		4G SATURATION	J&K	694	BSNL						
5		4G SATURATION	Ladakh	284	BSNL						
6		4G SATURATION	Punjab	41	BSNL						
7		4G SATURATION	Jharkhand	1548	BSNL						
8		4G SATURATION	Rajasthan	1824	Reliance						
9		4G SATURATION	UP	207	Airtel						
10		4G SATURATION	Uttarakhand	1212	Airtel						
11		502 Aspirational	Rajasthan	75	RJIL						
12		502 Aspirational	Bihar	51	RJIL						
13		502 Aspirational	UP	19	Reliance						
14		7287 Aspirational Dist	Jharkhand	482	Airtel						
15		LWE Phase - II	Bihar	7	Airtel						
16		LWE Phase - II	UP	5	Airtel						
17		LWE Phase - II	Jharkhand	87	Airtel						
18		354 Uncovered Villages	Bihar	8	RJIL						
19		354 Uncovered Villages	Rajasthan	30	RJIL						
20		354 Uncovered Villages	HP	42	RJIL						
21		354 Uncovered Villages	J&K	69	RJIL						
22		354 Uncovered Villages	Ladakh	57	RJIL						
23		354 Uncovered Villages	UP	8	RJIL						
24		354 Uncovered Villages	Uttarakhand	41	RJIL						
		Sub Total		8011							

			REF NO. NSU3G23H Zone 4 PRICE BID FORMAT ANNEXURE III (4)								
Sl No.	Zone	Name of the Project	Name of State	No of Villages	Name of Telecom Service Provider	Rate per site for physical Verification including report submission	Rate per site for coverage evaluation by conducting Drive Test including report submission	Rate per site for EQS verification per quarter including report submission	Total Amount per site (Column (G + H + I))	GST (on column (J))	Total Amount for all sites (No. of sites in the zone * (J + K))
A	B	C	D	E	F	G	H	I	J	K	L
	Vendor Name										
1	Zone 4	4G SATURATION	Arunachal Pradesh	1361	BSNL						
2		4G SATURATION	Assam	416	BSNL						
3		4G SATURATION	Manipur	293	BSNL						
4		4G SATURATION	Meghalaya	328	BSNL						
5		4G SATURATION	Mizoram	66	BSNL						
6		4G SATURATION	Nagaland	392	BSNL						
7		4G SATURATION	Odissa	2262	BSNL						
8		4G SATURATION	Sikkim	59	BSNL						
9		4G SATURATION	Tripura	143	BSNL						
10		4G SATURATION	West Bengal	50	BSNL						
11		7287Aspirational Dist	Odissa	3083	Reliance						
12		LWE Phase - II	Odissa	362	Reliance						
13		LWE Phase - II	West Bengal	1	Airtel						
14		354 Uncovered Villages	West Bengal	1	RJIL						
15		Meghalaya Project	Meghalaya	1286	RJIL						
16		Arunachal Pradesh & 2 Dist.of Assam	Arunachal Pradesh	1036	Airtel						
17		Arunachal Pradesh & 2 Dist.of Assam	Assam	322	Reliance						
			Sub Total	11461							



## ANNEXURE IV

### BID SECURING DECLARATION FORM

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

Tender No. xxxx/xxxx/xxx/xx/ dated ...xx.20xx

To  
The ITI LIMITED  
xxxxxxx°Unit  
xxxxxxx

**Subject: Tender No: xxxx/xxxx/xxx/xx/ dated ...xx.20xx for THE -----**  
-----

We, the undersigned, declare that:

1. I/We understand that, according to the conditions of tender, bids must be secured with a bid security as provided in the tender or to be supported with a Bid-Securing Declaration.
2. Accordingly, in lieu of Bid security, I/We unconditionally declare that:
  - (a). I/We will follow all the conditions of this tender secured with the Bid Security.
  - (b). I/we will not alter or change any of the conditions during the bid validity and after the award of Tender, if declared successful.
  - (c). I/We will abide by all the terms and conditions of the tender.
  - (d) I/we fully understand that I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting/Suspension Order,
  - (e) I/we will pay the applicable fine or damages as provided by any stipulation or guidelines from the appropriate authority in this regard for the violation of Bid Securing Declaration; and,
  - (f) I/We undertake to comply above, without prejudice to other legal action or remedies ITI Ltd. may have, to secure itself from the damages and losses incurred due to the act of violation by undersigned company/entity.

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

[Insert complete name of Bidder]

Dated on \_\_\_\_\_ day of \_\_\_\_\_, [insert date of signing]

Corporate Seal (where appropriate)

---

“हिंदी केवल एक भाषा नहीं बल्कि हमारी राष्ट्रीय पहचान है ।”



**आईटीआई लिमिटेड**

नेटवर्क सिस्टम्स यूनिट - वित्त

दूरवाणीनगर, बेंगलूरु - 560 016, भारत

फोन : +91(80) 2566 0503

: +91(80) 2565 1714

ई-मेल : cfm\_nsu@itiltld.co.in

CIN No.: L32202KA1950GOI000640

**ITI LIMITED**

Network Systems Unit - Finance

Dooravaninagar, Bangalore - 560 016, India

Phone : +91 (80) 2566 0503

: +91 (80) 2565 1714

E-mail : cfm\_nsu@itiltld.co.in

GSTIN No.: 29AAACI4625C2ZU

### MANDATE FORM FOR PAYMENT

1. Beneficiary Name & Address: ITI Limited, Network Systems Unit  
Dooravaninagar, Bangalore 560 016
2. Bank, Branch Name & Address State Bank of India  
Industrial Finance Branch, Residency Road,  
Bangalore - 560 025
3. Bank Account Number 10637729843
4. Bank MICR Code 560002016
5. Bank RTGS/ IFSC Code SBIN0009077
7. Type of Account CC A/C
8. PAN NO. AAACI4625C

I do hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, the customer will not be responsible.

Yours faithfully

For ITI Limited, N.S. Unit

*Kanchana*

KANCHANA

**KANCHANA**

Authorized Signatory

Network Systems Unit.

ITI Limited, Dooravaninagar,  
Bangalore - 560 016.

### ADDITIONAL INSTRUCTIONS FOR VENDORS

The bidders are required to submit soft copies of their bid electronically on the e-Wizard Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submit their bids online on the e-Wizard Portal. For more information, bidders may visit the Portal (<https://itilimited.euniwizarde.com>)

#### **1. REGISTRATION PROCESS ON ONLINE PORTAL**

- a) Bidders to enroll on the e-Procurement module of the portal <https://itilimited.euniwizarde.com/> by clicking on the link “Bidder Enrolment”.
- b) The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. This would be used for any communication from the e-Wizard Portal.
- c) Bidders to register upon enrolment, with their valid Digital Signature Certificate (Class III Certificates with signing and Encryption key) issued by any Certifying Authority recognized by CCA India with their profile.
- d) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- e) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
- f) After registration send mail to Helpdesk: [helpdeskeuniwizarde@gmail.com](mailto:helpdeskeuniwizarde@gmail.com) for Account activation.
- g) As per portal norms Registration Fee will be applicable.

#### **2. TENDER DOCUMENTS SEARCH**

- a) Various built-in options are available in the e-Wizard Portal like Department name, Tender category, Estimated value, Date, other keywords, etc. to search for a tender published on the Online Portal.
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective ‘Interested tenders’ folder.
- c) The bidder should make a note of the unique Tender No assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

#### **3. BID PREPARATION**

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

- b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- c) Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid.
- d) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLSX/PNG, etc. formats.

#### **4. BID SUBMISSION**

- a) Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidders to note that they should necessarily submit their financial bids in the prescribed format given by department and no other format is acceptable.
- d) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.
- e) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- f) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- g) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- h) The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.
- i) As per portal norms Tender Processing Fee will be applicable.

#### **5. AMENDMENT OF BID DOCUMENT**

At any time prior to the deadline for submission of proposals, the department reserve the right to add/modify/delete any portion of this document by the issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

## **6. ASSISTANCE TO BIDDERS**

- a) Any queries relating to the tender document and the terms and conditions contained there in should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b) Any queries relating to the process of online bid submission or queries relating to e- Wizard Portal, in general, may be directed to the 24x7 e-Wizard Helpdesk. The contact number for the helpdesk is 8448288994/86/87/89/88/81/90/92/82 011-49606060, 07903269552, 9355030608, 9055030613, 7903810198, 9355030606, 9315620706, 9355030623, 9355030628, 8800526452, 9205898228, 9122643040, 9355030604, [eprochelpdesk.01@gmail.com](mailto:eprochelpdesk.01@gmail.com), [eprochelpdesk.44@gmail.com](mailto:eprochelpdesk.44@gmail.com) , [eprochelpdesk.06@gmail.com](mailto:eprochelpdesk.06@gmail.com)
- c) The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).
- d) The bid should be submitted through e-Wizard portal (<https://itilimited.euniwizarde.com/>) only.
- e) All payments should be done through e-Wizard Payment gateway.