

**Notice inviting EOI for Selection of Consortium Partner to participate in the tender for Supply and Erection of GBT, Infrastructure as a Service Provider (IaaS) for Supply, Installation of Infrastructure Items and Subsequent O&M**

Ref: CORP/MKTG/BSNL/GBT/2025/01

Date: 30-04-2025



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

**Website: [www.itiltd.in](http://www.itiltd.in)**

## 1. Introduction

ITI Limited, a Public Sector Undertaking under the Department of Telecommunications, Ministry of Communications, is a leading Telecom equipment manufacturer and solution provider in India. The major customers are BSNL, BBNL, MTNL, Defense, Paramilitary forces, Railways, Banks, Central & State Govt departments, Institutions and research organizations. ITI LTD has a pan India business footprint supported by the network of its Manufacturing units & MSP (Marketing, Services and Project) units at various locations.

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

ITI LTD intends to participate in the tender floated by BSNL (here in after referred as “**Customer**”) titled as “Tender for Supply and erection of GBT, Infrastructure as a Service Provider (IaaSP) for supply, installation of Infrastructure Items and subsequent O&M for 5 years extendable to 5 more years in the uncovered villages of India under 4G Saturation Project/ BOP-BIP”. This EOI is floated for selection of System Integrator(s), who is ready to work with ITI Limited as consortium partners for this BSNL tender. ITI Limited is desirous of bidding for this tender, based on the eligibility criteria defined in the customer RFP.

## 2. Important Dates

Date of EOI Upload	Date: 30-04-2025
Due Date for EOI Submission	Date: 02-05-2025 10 AM
Due Date of Bid Opening	Date: 02-05-2025 10.30 AM
ITI LTD Contact Person	<b>Contact details :</b> 1. GM- CM, Corporate Marketing, Corporate Office, ITI Limited, Dooravaninagar, Bengaluru– 560016 email: bindums_crp@itiltd.co.in Mob: 8078535507 2. CMR(Mktg), Corporate Marketing, Corporate Office, ITI Limited, Dooravaninagar, Bengaluru– 560016 email : vrsakum_crp@itiltd.co.in Mob: 9535325537
Mode of submission	The Bid shall be uploaded in e-procurement site of ITI Limited ( <a href="https://itilimited.ewizard.in/">https://itilimited.ewizard.in/</a> ). For submission of online bid and procedure to be followed, visit <a href="https://itilimited.ewizard.in/">https://itilimited.ewizard.in/</a>

### **3. Scope of Work**

The scope of work includes Supply and erection of Ground Based Tower (GBT), site development including fencing, supply and commissioning of Power Infrastructure items and CCTV camera, and further operation and maintenance of sites including media connectivity with SLA obligations for a period of 5 years and further extendable to 5 more years.

Cluster-A:- Supply and erection of Ground Base Tower (GBT), Infrastructure as a service provider including Supply, Installation and Commissioning of power Infrastructure Items like Lithium ion Battery, Power Plant, Charging Control Unit (CCU), Engine Alternator, Solar Panel System and subsequent Operation & Maintenance for 5 years of 4G GSM BSS Network for 1099 sites of Odisha.

Cluster-B:- Supply and erection of Ground Base Tower (GBT), Infrastructure as a service provider including Supply, Installation and Commissioning of power Infrastructure Items like Lithium ion Battery, Power Plant, Charging Control Unit (CCU), Engine Alternator, Solar Panel System and subsequent Operation & Maintenance for 5 years of 4G GSM BSS Network for 835 sites of Andhra Pradesh.

Cluster-C:- Supply and erection of Ground Base Tower (GBT), Infrastructure as a service provider including Supply, Installation and Commissioning of power Infrastructure Items like Lithium ion Battery, Power Plant, Charging Control Unit (CCU), Engine Alternator, Solar Panel System and subsequent Operation & Maintenance for 5 years of 4G GSM BSS Network for 816 sites of Maharashtra & Goa.

Cluster-D:- Supply and erection of Ground Base Tower (GBT), Infrastructure as a service provider including Supply, Installation and Commissioning of power Infrastructure Items like Lithium ion Battery, Power Plant, Charging Control Unit (CCU), Engine Alternator, Solar Panel System and subsequent Operation & Maintenance for 5 years of 4G GSM BSS Network for 612 sites of Madhya Pradesh and Chhattisgarh

Cluster-E:- Supply and erection of Ground Base Tower (GBT), Infrastructure as a service provider including Supply, Installation and Commissioning of power Infrastructure Items like Lithium ion Battery, Power Plant, Charging Control Unit (CCU), Engine Alternator, Solar Panel System and subsequent Operation & Maintenance for 5 years of 4G GSM BSS Network for 610 sites of Arunachal Pradesh, Manipur, Nagaland and Andaman & Nicobar

Cluster F:- Supply and erection of Ground Base Tower (GBT), Infrastructure as a service provider including Supply, Installation and Commissioning of power Infrastructure Items like Lithium ion Battery, Power Plant, Charging Control Unit (CCU), Engine Alternator, Solar Panel System and subsequent Operation & Maintenance for 5 years of 4G GSM BSS Network for 438 sites of Rajasthan, Gujrat and Dadar Nagar Haveli & Daman and Div

Cluster G:- Supply and erection of Ground Base Tower (GBT), Infrastructure as a service provider including Supply, Installation and Commissioning of power Infrastructure Items like Lithium ion Battery, Power Plant, Charging Control Unit (CCU), Engine Alternator, Solar Panel System and subsequent Operation & Maintenance for 5 years of 4G GSM BSS Network for 432 sites of Assam, West Bengal, Sikkim, Meghalaya, Tripura & Mizoram

Cluster F:- Supply and erection of Ground Base Tower (GBT), Infrastructure as a service provider including Supply, Installation and Commissioning of power Infrastructure Items like Lithium ion Battery, Power Plant, Charging Control Unit (CCU), Engine Alternator, Solar Panel System and subsequent Operation & Maintenance for 5 years of 4G GSM BSS Network for 425 sites of Bihar, Jharkhand, UPE, UPW, Punjab, Haryana

Cluster I:- Supply and erection of Ground Base Tower (GBT), Infrastructure as a service provider including Supply, Installation and Commissioning of power Infrastructure Items like Lithium ion Battery, Power Plant,

Charging Control Unit (CCU), Engine Alternator, Solar Panel System and subsequent Operation & Maintenance for 5 years of 4G GSM BSS Network for 416 sites of Karnataka, Kerala, Tamil Nadu, Chennai & Telangana

Cluster J:- Supply and erection of Ground Base Tower (GBT), Infrastructure as a service provider including Supply, Installation and Commissioning of power Infrastructure Items like Lithium ion Battery, Power Plant, Charging Control Unit (CCU), Engine Alternator, Solar Panel System and subsequent Operation & Maintenance for 5 years of 4G GSM BSS Network for 344 sites of Jammu & Kashmir, Ladakh, Uttarakhand and Himachal Pradesh

The detailed scope of work can be downloaded from customer tender document, corrigenda, clarification and addenda from the website <https://etenders.gov.in> vide ref: BSNL Tender Enquiry No.: MM/LWE/IaasP/T-842/2025 Dated 11-04-2025.

The interested bidders can submit the bid for any of the above clusters or all the clusters for which the details are given in the EoI.

**All the terms and conditions of the above Customer tender and its amendments/corrigendum's will be applicable on back to back basis to the selected System Integrator(s) along with their OEMs in this EoI.**

#### 4. Eligibility Criteria

4(i)	Eligibility Criteria of Applicants	
	<p>A.</p> <p>a. The Bidder must be a legal entity registered in India under the Company Act, 1956/2013 and must have a registered office in India.</p> <p>b. Consortium of only 2 members including lead bidder is allowed.</p> <p>In case of consortium, Consortium Agreement on Rs.100 Stamp paper to be signed by all members of the Consortium for the subject business opportunity (specifying subject EOI, EOI name &amp; Ref, Consortium member roles &amp; responsibilities of each of the Consortium member) to be submitted along with the bid as per format enclosed in Annexure – VI).</p> <p>For addressing the BSNL tender, The bidders of the Consortium has to sign a Consortium Agreement with ITI Limited as per BSNL tender format after the Finalization of Partner and before bid submission to customer tender which will be decided by ITI. The consortium partners has to be exclusive for the clusters, they are ready to work with ITI</p>	<ol style="list-style-type: none"><li>1. Certificate of Incorporation</li><li>2. Memorandum &amp; Articles of Association</li><li>3. Company Profile</li><li>4. Consortium agreement as per Annexure – VI</li></ol>

	<p>B. <b><u>Turnover</u></b></p> <p>The technical and financial eligibility cluster wise is given in Annexure I - Appendix V.</p> <p>The Average annual turnover of the bidder/consortium during the last 3 FYs years i.e., 2022-23, 2023- 24 and 2024-25 should be as per Annexure I -Appendix V.</p> <p>If audited balance sheets &amp; P&amp;L statements for FY 2024-25 are not issued, then CA certified statements shall be acceptable</p> <p>The above requirement can be met by Bidder alone or combined turnover of consortium of two members.</p> <p>Note: * Bidder's Parent/subsidiary/group company turnover will not be considered in turnover criteria</p>	<p>Audited financial statements for the last 3 years (2022-23, 2023- 24 and 2024-25) by CA &amp; Auditors certificate for proof of average annual turnover as per clause 4(i) B.</p>
	<p>C <b><u>Networth</u></b></p> <p>The Net worth of the Bidder/ each member of Consortium should be positive during financial year 2023-24 or 2024-25</p>	<p>Auditors Net worth certificate for 2023-24 or 2024-25 as per clause 4(i) C</p>
	<p>D. <b><u>Experience:</u></b></p> <p><b><u>The technical and financial eligibility cluster wise is given in Annexure I - Appendix V</u></b></p> <p>i. The above requirement can be met by Bidder alone or combined experience of consortium of two members</p>	<p>Work Order + Work Completion certificate establishing the above conditions, issued by entity who has successfully completed the work is to be enclosed as proof along with contact details of the client i.e. name of contact persons, postal address, official email, telephone number shall be submitted.</p> <p>Experience Certificate as per Annexure-IV B should be submitted on their client letter head.</p> <p>Certificate(s) from the Users (Government agencies / Government Company/ autonomous bodies)/ licensed telecom service providers, infrastructure providers category I with the name of contact person, postal address, email id and telephone numbers shall include:</p> <p>1) Name of the bidder who executed the projects/networks</p>

			<p>2) Details of Supply/ Deployment/ Operation/ Maintenance</p> <p>3) No. of Infrastructure equipment like 40m GB Tower, Battery, Power Plant, Solar power system etc. deployed</p> <p>4) Date of commissioning of equipment</p> <p>5) Performance of the equipment</p> <p>Annexure- IVB to be submitted with the project details</p>
	E.	The bidder (all consortium partners, if the bidder is consortium) should give an undertaking stating that “they shall be liable for due performance of the contract jointly and severally, failing which they shall be liable to be barred from having any business dealing with ITI/BSNL for a period of 3 years.”	Undertaking as per Annexure I -Appendix VI has to be submitted.
	F	<p><b>Blacklisting :</b></p> <p>Bidder/each member of the Consortium should not be blacklisted/debarred with Ministry of Communication or BSNL or debarring order issued by Department of Expenditure (DOE), Ministry of Finance (MOF) covering all central Ministries/ Departments as per provision of OM No.F.1/20/2018-PPD by Department of Expenditure (DoE), MoF dated on 2nd Nov 2021 as on Bid submission date. If the bidder(s) or its Consortium partners is/are found to have been blacklisted by any authorities mentioned above at any stage of the tender or during supply, action shall be taken by BSNL as per tender terms and conditions. Bidder/any consortium partner shall not have been blacklisted by any State Government/Govt. of India/Central PSU/Any country in the last 5 years preceding the date of submission of the bid.</p> <p>If the bidder(s) or its OEM is/are found to have been blacklisted by any authorities mentioned above at any stage of the tender or during supply, action shall be taken as per tender terms and conditions.</p>	Undertaking as per Annexure I -Appendix II to be submitted along with the bid
	G	<p><b>Compliance to PMI Policy</b></p> <p>3.1 In accordance to guidelines of GoI issued vide No. P-45021/2/2017-PP(B.E.-II)-Part IV (Vol-II) dated 19th July , 2024, DoT Gazette Notification No F. No. 18-10/2017-IP dated 21.10.2024 and</p>	Self-declaration regarding Local Content (LC) as per Annexure I -Appendix IV and Auditor Certificate for local content of the complete bid.

	<p>instructions as amended from time to time by Govt. of India, in order to encourage make in India and promote manufacturing and production of goods and services in India, preference will be given to domestically manufactured equipment envisaged to be procured through this tender. A copy of the aforesaid Notifications/ Guidelines/ Amendments can be downloaded from Department of Promotion of Industry and Internal Trade website i.e. URL <a href="http://www.dipp.gov.in">www.dipp.gov.in</a>. Purchase preference for domestic manufacturer, methodology of its implementation, value addition to be achieved by domestic manufacturers, self-certification and compliance and monitoring shall be as per the aforesaid Guidelines/ Notifications. The Guidelines may be treated as an integral part of the tender document.</p> <p>3.2 It is mandatory for the bidder to submit a self-certification as per proforma in, Section 7, along with the bid that the items (Excluding Services (I&amp;C) and AMC value) offered as package in this tender meets the minimum local content and shall give details of the locations at which the local value addition is made. In addition, such bidder is also required to provide a certificate from the statutory auditor or cost auditor of the company giving the percentage of local content in accordance to PMI letter dated 19.07.2024. Furnishing of false information on this account shall attract penal provisions as per the Guidelines/ Notification.</p> <p>3.3 Calculation of the local content has to be done as per DoT's Gazette notification dated 21.10.2024. Further, bidders cannot claim themselves as Class-I local suppliers/Class-II local suppliers by claiming the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. as local value addition.</p> <p>3.4 The bidder must source notified-items mandatorily from Class-I suppliers; non-notified items must be sourced from suppliers who meet minimum local content requirement of 20% subject to clause 3(b) of the DPIIT order dated 19.07.2024 and</p>	<p>The bidder shall submit a separate Form-1 for overall local content of the total bid package, along with declaration specifying the local content of individual SOR items. Additionally, the bidder shall submit Form-1 for each SOR item, as issued by the respective OEMs.</p> <p>The declaration relating to the percentage of local content must be certified by the statutory auditor or cost auditor of the respective OEM or bidder, as applicable.</p>
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	H	<p><b>Certificate as per Rule 144(xi) of GFR 2017</b></p> <p>Bidder/each member of the Consortium, if from a country which shares a land border with India will be eligible to bid/participate in tender only if they are registered with the competent authority as specified in Annexure-1 of F.No.7/10/2021- PPD(1) dated 23<sup>rd</sup> February 2023 from Department of Expenditure, Ministry of Finance OR if they do not fall under above category, they shall submit an undertaking as per prescribed Performa in Annexure I Appendix III</p>	Annexure I Appendix III to be submitted along with the bid
	I	<p><b>Tax Registration:</b></p> <p>i. The Bidder should have valid Goods and Services Tax (GST) number. In case of multiple GST numbers, all the numbers can be provided as an Annexure.</p> <p>ii. The Bidder should have valid PAN No</p>	<ul style="list-style-type: none"> <li>• GST Registration Certificate</li> <li>• Copy of PAN</li> </ul>
	J	<p>Bidder to bring eligible OEMs who meets the eligibility requirements as per customer tender.</p> <p>Supporting documents including undertaking regarding MAF, certifications (Form-B/QF-103/ TSEC/TAC certificate for the offered products -GBT 40m, Solar power system, CCU, Lithium Battery 800 AH, SMPS, etc. from TEC or Quality Assurance Circle, Bangalore)</p> <p>The MAF and the above certifications have to be submitted prior to the customer bid submission.</p>	<ol style="list-style-type: none"> <li>1. Undertaking to submit MAF for all the items from the OEM's at the time of bid submission.</li> <li>2. Maximum 3 OEM's are allowed for each product as per the customer tender</li> </ol>
	K	The mandatory testing and certification of telecom equipment (MTCTE) provides that every telecom equipment must undergo mandatory testing and certification prior to sale, import of use in India. The supplied equipment should meet above guidelines as applicable. The bidder is to comply if the element being procured is in the list of MTCTE for mandatory testing.	Undertaking in Letter Head signed by Authorized signatory for him as a bidder / from his OEM (if bidder is not OEM) for complying the requirement of MTCTE before supply of equipment to be submitted as part of the bid

	L	<p>Bidder/each member of the Consortium and their OEM should not have equity stake or operating partnership or vice-versa with any private TSP/ISP/NLD Service Licensee of Government of India for Telecom Operation or vice versa.</p> <p>Note: It may please be noted that this condition will be applicable to only the members of the Consortium along with ITI while submitting the bid to customer tender.</p>	Undertaking in Letter Head signed by Authorized signatory for the same to be submitted as part of the bid.
	M	Bidder shall submit a list of Key technical personnel with the required domain experience.	Certification with list of Key technical personnel with the required domain experience to be submitted
	N	<p>Bidder should submit write up on Project Implementation Plan and capability (Technical and Financial) which includes the following:-</p> <p>a) Delivery schedule to be met</p> <p>b) Product Installation, Configuration</p> <p>c) Implementation and integration of network elements and applications</p> <p>d) Training</p> <p>f) Validation and Acceptance Tests (preparation &amp; execution)</p> <p>g) Production/Rollover.</p>	Project Implementation Plan and capability write up to be submitted along with the bid
	O	<p>A <b>self-certificate with proper contact detail of customers</b> (Details of customers &amp; End User - Firm Name, Contact person, Designation, Telephone Number, Fax, Official mail id, place of deployment with commissioning details etc.) <b>for the experience proof submitted</b> along with PO reference and value of the project.</p> <p>The same should be issued by authorized signatory of bidder.</p> <p>ITI LTD reserves the right to verify the correctness of the client certificates (PO Copies/Work orders) and any other information submitted by the bidder in his offer. In case of any wrong information submitted by bidder, the bid will be rejected and subsequently the bidder will be blacklisted from doing any business with ITI Limited. <b>The experience details to be filled as per Annexure – IVA.</b></p>	Self-certificate regarding the same to be enclosed
<b>4(ii) Checklist of documents/information to be submitted by bidder</b>			

a.	All eligibility documentary proof as per clause 4(i)	
b.	Authorization to ITI Limited from the OEMs for addressing the tender	
c.	Quality Certificate – ISO 9001:2015	
d.	CIN (Corporate Identity Number), if applicable	
e	Authorization letter in the company letterhead authorizing the person signing the bid for this EOI and Power of Attorney (POA) on Rs.100/- stamp paper along with board of resolution	
f.	List of Directors / CEO / COO including their name (s) and address(s) Director Identification Number [DIN] of all the Directors. Corporate Identity Number [CIN].	
g.	Undertakings (in Company letter head) for acceptance of terms and conditions as per Annexure I -Appendix I.	
h.	Undertaking (in Company letter head) to be submitted by bidder as per Annexure I - Appendix II	
i.	Undertaking(in Company letter head) from Bidder/s and OEM regarding no land border sharing as per Annexure I -Appendix III	
j	FORM-1 - Format for Self declaration regarding Local Content (LC) for Telecom Product, Services as per Annexure I – Appendix IV	
k	Proforma For Irrevocable undertaking by Consortium Partners as per Annexure I – Appendix VI	
l	Bidders Details as per Annexure II	
m.	Clause by clause compliance to all Terms & Conditions of all the Sections of this EOI (including its corrigendum/amendments), duly Signed and Stamped on the Letter Head of their Organization as per Annexure III & Compliance for all the clauses of <b>4(iii)</b>	
n	Brief technical literature of the offered equipment	
o	Pre-Contract Integrity Pact as per Annexure-V	
p	CONSORTIUM AGREEMENT format as per Annexure VI	
q	Experience Certificate as per Annexure-IV B should be submitted on their client letter head	

<b>4(iii) General</b>	<b>Please provide compliance for the following clauses</b>	<b>Compliance</b>
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1	ITI LTD reserves the right to quote & supply ITI LTD manufactured products (in full or partial quantity) if BOM of Tender/Project contains ITI LTD manufactured products.	
2	ITI LTD reserves the right to undertake services likes installation and commissioning activities, Annual Maintenance Contract (AMC) etc.	
3	All activities like Proof of concept/demo on “No Cost No Commitment” (NCNC) basis wherever applicable will be the responsibility of bidders	
4	Bidder should be willing to impart required training to ITI /BSNL engineers for undertaking services & execution of project	
5	Bidder will be responsible for any shortcoming in the BOM and the same should be rectified free of cost	
6	Bidder should be willing to sign an exclusive agreement with ITI LTD for smooth execution of this project	
7	Bidder must co-ordinate with OEM to submit the MAF in the name of ITI LTD and must work with ITI LTD	
8	All commercial terms (proportionate to the scope of work) will be as per the customer Tender/PO.	
9	<b>Earnest Money Deposit (EMD):</b> Bidder has to provide EMD as per customer tender on back to back basis, details given as Note in Annexure I – Appendix V	
10	<b>PBG:</b> The selected bidder has to provide PBG for the entire contract value while placing the contract after winning the customer tender Note: ITI LTD reserves the right to verify the genuineness of the BG with the bidder’s bank.	
11	<b>Delivery Schedule:</b> <ul style="list-style-type: none"> <li>• Delivery Schedule as per the end customer Tender/ PO on back to back basis (proportionate to the scope of work)</li> <li>• Period of execution shall be in line with the end customer</li> <li>• The project I&amp;C will be considered as completed after obtaining NOC/Commissioning Certificate from the end customer.</li> <li>• Further Warranty/AMC shall be supported as per end customer.</li> </ul>	
12	<b>LD Clause:</b> LD (proportionate to the scope of work) shall be as per ITI LTD Clauses ( <i>@ 0.5% of order value per week or part thereof subject to a maximum of 10% of the undelivered portion/ the order value (if the item(s) cannot be used unless full supply is made) or to cancel the order and purchase the materials from alternative source at the risk and cost of the bidder</i> ) OR as per the end customer PO/tender clause whichever is higher.	
13	<b>Payment Terms:</b> <ol style="list-style-type: none"> <li>a. Payment terms will be as per end customer tender/PO and will be done through an Escrow account on back-to-back basis preferably.</li> <li>b. Payment to the partner shall be done after deduction of all <ol style="list-style-type: none"> <li>i. LD/recoveries imposed by end customer (if any) (proportionate to the scope of work), and</li> <li>ii. ITI LTD’s margin &amp; statutory dues</li> </ol> </li> </ol> <p>If the partner is in disagreement with the deductions, the partner will have to write to ITI LTD with all the explanation &amp; supporting documents</p>	

## 5. Financial Bid

**Name of Bidder:**

**Cluster No:**

Sl. No	Description	Price/Margin
A	Submit Lumpsum details for supply and service items as per Bill of Material (BoM) and Scope of Work (SoW) in INR (without Taxes)	
B	Quote margin to ITI as a percentage of A	
C	Absolute value of Margin = $A*B$	0
D	Overall Quoted price = $A-C$	0.00

Note: SoR & SoW as per BSNL Tender document

- Bidders can quote for the interested clusters and financial bid evaluation will be cluster wise
- During evaluation bidders with least “D” will be considered as L1
- The bid having higher value of “B” will be selected in case of tied D
- If the bidder is selected, during the final tender submission, the price to be quoted shall not be more than price “A” and the margin offered to ITI shall not be less than “B”
- The lowest quoted bidder (least “D”) considering the above cost calculation will be selected for addressing the customer tender for that cluster.
- The price quoted at ‘A’ is an indicative price, however, during customer tender submission, the final price to be quoted will be mutually discussed wherever possible between ITI & Selected partner so as to arrive as a winning bid for this tender.

## 6. Special Conditions of EOI:

- No advance will be paid to the back-to-back partner, even though ITI is eligible to get advance from the customer being a front end bidder.
- The selected SI, who has partnered with ITI for this tender/ project shall not partner with any other lead bidder for the same tender/project
- If the bidder is selected, during the final tender submission, the price to be quoted shall not be more than price “A” and the margin offered to ITI shall not be less than “B”
- During evaluation, bidders with least “D” will be selected as the partner for this tender.

## 7. Evaluation:

- The process of evaluation will be as below: All the bids will be scrutinized for technical and financial eligibilities, undertakings and compliance to EOI terms and conditions. The PO copies/experience certificates submitted by the bidders will be cross verified with the issuing authorities/clients. During evaluation, ITI Ltd may call bidders for a detailed presentation
- Financial Bid opening will be done after the evaluation of Technical bid (Only for technically qualified bidders).

**8. Note:**

- a. The Bidding (For Technical Part of the Bid) would be subjected to an Online / e-Tendering process. The prospective Bidders are requested to go through <https://itilimited.ewizard.in/> to understand the entire e-Tendering Process and follow the Registration and Bidding Process on <https://itilimited.ewizard.in/> as defined in the document. In case of any clarifications on e-tender portal, bidders may contact the portal helpdesk of <https://itilimited.ewizard.in/>.
- b. The Technical Bid shall be uploaded in e-procurement site of ITI Limited (<https://itilimited.ewizard.in/>). For submission of online bid and procedure to be followed, visit <https://itilimited.ewizard.in/>.
- c. ITI's Tender document can be downloaded from ITI web site [www.itiltld.in](http://www.itiltld.in) or CPP portal [www.eprocure.gov.in](http://www.eprocure.gov.in). For uploading the bid proposal, all bidders have to register in our eProcurement portal (<https://itilimited.ewizard.in/>). When submitting the bid please state the tender ID.
- d. Any clarifications regarding the tender can be obtained from GM-Corporate Marketing, Corporate Office, ITI Limited, Dooravaninagar, Bengaluru– 560016 email: : bindums\_crp@itiltld.co.in, vrsakum\_crp@itiltld.co.in, Mob: 8078535507, / 9535325537
- e. Technical bids will be opened at 10.30 AM on 02-05-2025
- f. All the bids will be scrutinized as per eligibility conditions and compliance to the EOI terms & conditions.
- g. Financial Bid opening will be done after the evaluation of Technical bid (Only for technically qualified bidders).
- h. ITI and the selected partner can mutually discuss and explore the possibility for the Transfer of Technology to ITI in case of winning the contract for which the terms and conditions can be dealt separately.
- i. Bid offered should be valid for a period of 180 Days from the date of opening of EOI response.
- j. Conditional offers are liable for rejection.
- m. The Bidders should give Clause by clause compliance (as per annexure III) of EOI with references to supporting documents; otherwise the offers are liable for rejection.
- n. The bidder to indemnify ITI LTD from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.
- o. In the event that ITI LTD is required to provide demonstration or working of the product to their buyers, the same shall be arranged by the bidder at latter's cost and expenditure.
- p. ITI LTD reserves the right to suspend or cancel the EOI process at any stage, to accept, or reject any, or all offers at any stage of the process and / or to modify the process, or any part thereof, at any time without assigning any reason, without any obligation or liability whatsoever.
- q. Bidders, whose Purchase Order(s) for any Project of ITI LTD was/were cancelled on risk & cost basis for nonperformance or non-submission of performance guarantee in last 2 years, are not eligible to participate in this tender.
- r. Any existing vendor/partner of ITI Ltd. willing to participate in this EOI/RFP must have a good track record with ITI or submit a Performance Clearance Certificate from the respective concerned ITI unit/office.

- s. **Cost of EOI:** The bidder shall bear all costs associated with the preparation and submission of his offer against this EOI, including cost of presentation for the purposes of clarification of the offer, if so desired by ITI LTD. ITI LTD will, in no case be responsible or liable for those costs, regardless of the conduct or outcome of the EOI process.
- t. **Amendment of EOI:** At any time prior to the last date for receipt of offers, ITI LTD, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI document by an amendment. In order to provide prospective bidder reasonable time in which to take the amendment into account in preparing their offers, ITI LTD may, at their discretion, extend the last date for the receipt of offers and/or make other changes in the requirements set out in the Invitation for EOI.
- u. ITI LTD will not consider any or all of the bids if they are not meeting EOI requirements.
- v. ITI LTD may at its discretion reject any offers received for selection without assigning any reasons.
- w. This EOI will be available on Govt & ITI Ltd website: “<http://www.itiltd.in/>” under its Tender/ EOI Section.
- x. In case of consortium, all the required documents as per EOI including eligibility documents, undertakings, declaration etc is applicable to consortium partner and to be submitted as part of the bid proposal. “Bidder” refers in the EOI to be read as Sole bidder/consortium.

## **9. Other Terms and conditions:**

### **I. Confidentiality**

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

### **II. Transparency**

All customers are responsible and accountable to ensure transparency, fairness, equality, competition and appeal rights. This involves simultaneous, symmetric and unrestricted dissemination of information to all likely bidders, sufficient for them to know and understand the availability of bidding opportunities and actual means, processes and time limits prescribed for completion of registration of bidders, bidding, evaluation, grievance redressal, award and management of contracts.

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

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

### **IV. Arbitration:**

In case amicable settlement is not reached in the event of any dispute of difference arising out of the execution of the contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the bidder in any manner touching upon the contract, such dispute or difference shall (Except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by ITI LTD.

- The award of the arbitrator shall be binding upon the parties to the dispute.

- Subject as aforesaid, the provisions of Arbitration and reconciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to arbitration proceedings under this clause. The cost of arbitration shall be borne equally by both the parties.
- Work under the contract shall be continued during the arbitration proceedings.
- Failure to comply with any of the above conditions can result in termination of the contract, forfeiture of the security deposit, penalty as may be decided by ITI LTD and future blacklisting of the bidder.
- The arbitration location will be at Bengaluru

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

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

**VII. Intellectual Property Rights:**

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

VIII. **Language of offers:** The offers prepared by the Company and all the correspondences and documents relating to the offers exchanged by the companies shall be written in English language.

**IX. PROGRESS REPORT:**

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

**X. TERMINATION FOR DEFAULT:**

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

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

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

**XI. FORCE MAJEURE:**

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

**XII. TERMINATION FOR INSOLVENCY:**

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

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

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

**XV. Disclaimer:** ITI LTD and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of ITI LTD and/or any of its officers, employees.

**Undertakings (To be in Bidder's Letter Head)**

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

1. to work exclusively with ITI complying to the EOI and Customer Tender terms and conditions including corrigenda, amendments, pre-bid clarifications, agreements etc. Also, we agree to implement the project complying to the Technical specifications (scope of work as per Customer Tender terms and conditions including investment) covering Warranty & post-warranty services, maintenance, etc. in the event of ITI LTD winning the contract on back-to- back basis.
2. Submit Earnest Money Deposit (EMD) of Rs ..... Cr in the form of Bank Guarantee/online transfer required for submitting the customer tender prior to bid submission
3. Submit PBG as per Customer requirement to be borne by the selected bidder at the time of placement of order as per customer tender terms.

Note: In case where ITI LTD is exempted from providing EMD & PBG or allowed to submit Corporate Guarantee in place of Bank Guarantee to customer, bidder shall provide EMD (while submitting the bid to the customer) & PBG as per customer terms to ITI LTD.

4. To support ITI LTD for preparation of the EOI/tender, post bid clarifications, technical presentations and any other requirements as per end customer requirement.
5. To submit OEMs MAF in the name of ITI, get required certificate& support (warranty & post-warranty/maintenance) in the name of ITI LTD from the OEM as per customer tender requirement and other OEM related certificates as per customer RFP formats and all other technical documents/certificates/data sheets/solution as per customer tender requirement
6. That we will be equipped with the required manpower with qualifications, certifications and experience as mentioned in the BSNL tender.
7. we do also hereby irrevocably and unconditionally agree and undertake to save and keep ITI Ltd, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against ITI Ltd by whomsoever and all losses, damages, costs, charges and expenses arising out of non-compliance with or non-adherence to any statutory / regulatory requirements and / or any other law for the time being in force.
8. Should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing.
9. Should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment.
10. To make all arrangements and carry out Proof of Concept (PoC) at bidder's cost
11. To obtain relevant statutory licenses/certifications for operational activities at own cost.
12. To sign MoU/Teaming Agreement, Integrity Pact with ITI LTD for addressing the customer tender as per customer's tender terms and conditions.

13. To indemnify ITI LTD from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.
14. To support the offered equipment for the period including warranty and AMC as per customer tender conditions.
15. To supply equipment/components which conform to the latest year of manufacture.
16. Certify that all the hardware/ software supplied under the contract shall not contain any embedded malicious codes that could inhibit the desired functions of the equipment or cause the network to malfunction in any manner.
17. We declare that the information and documents submitted along with the EOI/customer tender are correct and we are fully responsible for the correctness of the information and documents, submitted by us.
18. We understand that if the contents of the certificate submitted by us are found to be forged/false at any time during process for evaluation of EOI/tenders, it shall lead to forfeiture of the Bid Security and may also lead to any other action provided in the contract including banning of business for a period of upto two years. Further, we and all our constituents understand that our offer shall be summarily rejected.

(Signature and Stamp of the Bidder)

## **Annexure-I- Appendix II**

Bidder to submit the following undertakings (To be in Bidder's Letter Head)

The bidder M/s .....

- a) Must not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of these reasons.
- b) that we are not blacklisted/debarred with Ministry of Communication or BSNL or debarring order issued by Department of Expenditure (DOE), Ministry of Finance (MOF) covering all central Ministries/ Departments as per provision of OM No.F.1/20/2018-PPD by Department of Expenditure (DoE), MoF dated on 2nd Nov 2021 as on Bid submission date. If the bidder(s) or its OEM is/are found to have been blacklisted by any authorities mentioned above at any stage of the tender or during supply, action shall be taken by BSNL as per tender terms and conditions
- c) we are not blacklisted by GST authorities. In case we, IaaS gets black listed during the tenure of BSNL contract, then IaaS must indemnify BSNL to ensure that no loss of input tax credit is borne by BSNL due to default of IaaS

(Signature and Stamp of the Bidder)

## **Annexure-I - Appendix III**

Declaration w.r.t. Rule 144 (xi) to GFR 2017

Certificate to be submitted by Bidders & their OEMs (On Company's Letter Head)

Reference 1 : BSNL Tender Enquiry No issued on Reference

2: Department of Expenditure Office Memorandums (OMs) No. 7/10/2021- PPD(1) dated 23rd February 2023 and its subsequent clarification, if any.

3. ITI EOI Ref:..... dated .....

I, in capacity of authorized signatory of M/s ----Name of the company-- having Regd. office at .....being a participant bidder in BSNL T.E cited at reference 1 above, do hereby declare that I have read and understood all the clauses regarding Restrictions under Rule 144(xi) of the General Financial Rules (GFRs) 2017 on grounds of Defense of India and National Security issued vide OM cited at reference 2 above, on procurement from bidders from a country or countries which shares a land border with India. It is declared that we fulfill all the requirements in this regard and are eligible to be considered for the Tender Enquiry under reference 1 above.

Further, we undertake that we will also abide by all the requirements of cited OMs during the entire contract period.

(Name of the authorized signatory)

Signature

Designation in Company

Seal / Stamp of Company

Counter signed by Company Secretary of the Company with seal / stamp

**Form-1**

Format for Self-Certification regarding Local Content (LC) for Telecom Product, Services or Works to be submitted on non-judicial stamp paper of the value Rs. 100/-

**Date:**

I \_\_\_\_\_ **S/o, D/o, W/o**, Resident of \_\_\_\_\_ do hereby solemnly affirm and declare as under:

That I agree to abide by the terms and conditions of Department of Telecommunications, Government of India issued vide Notification No: \_\_\_\_\_ dated \_\_\_\_\_.

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any other authority so nominated by the Department of Telecommunications, Government of India for the purpose of assessing the LC.

That the LC for all inputs which constitute the said Telecom Product/Services/Works has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the LC of the Telecom Product/Services/Works mentioned herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority so nominated by the Department of Telecommunications, Government of India, **I and my Statutory auditor or cost auditor (if applicable) will be liable for actions as specified in Clause (9) of the DPIIT PPP-MII Order dated 19.07.2024 for all incorrect/false facts and figures.**

I agree to maintain detailed breakup / information (separately for each product) to substantiate my claim for LC in the Company's record for a period of 2 years and shall make this available for verification to any authority. I shall also maintain records of local content pertaining to items bought from other domestic manufacturers / traders.

[Please provide following information]

- i) Name and details of the local supplier (Registered Office, Manufacturing unit location, nature of legal entity)
- ii) Date on which this certificate is issued
- iii) Telecom Product/Services/Works for which the certificate is produced
- iv) Procuring agency to whom the certificate is furnished
- v) **Percentage of LC claimed**
- vi) Name and contact details of the unit of the manufacturer
- vii) Sale Price of the product
- viii) Ex-Factory Price of the product
- ix) Freight, insurance and handling
- x) Total Bill of Material
- xi) List and total cost value of inputs used for manufacture of the Telecom product/Services/Works
- xii) List and total cost of inputs which are locally sourced. Please attach LC certificates from local suppliers, if the input is not produced in-house.
- xiii) List and cost of inputs which are imported, directly or indirectly

I hereby certify that, having read all the provisions of the above order and principles / basis of calculations, the local content calculation does not include the following:

- a) Imported items sourced locally from resellers/distributors.
- b) The license fees / royalties paid/ technical charges paid out of India
- c) Procurement / supply of repackaged / refurbished/rebranded imported products

I hereby also certify to the best of my knowledge and belief that all the particulars furnished above are correct and complete. I agree to comply with the terms and conditions of the DPIIT PPP-MII order dated 19.07.2024 and DoT PPP-MII Notification dated.....

**I understand that any incorrect declaration regarding the local content or failure to substantiate the claim of LC will result in penalties as specified in Clause (9) of the DPIIT PPP-MII Order dated 19.07.2024.**

I further certify and take personal responsibility that I have applied my mind to the calculations and principles of LC as specified in this order and I shall, having declared the LC shall not seek recourse to change it on any ground. Any changes made by me on any grounds in a bid in LC after bid submission shall make my bid non-responsive and I shall hold myself liable for civil/criminal action arising out of any such change. I understand and agree that any such post bid change in LC content shall also be a valid ground for blacklisting of the firm from future contracts/bids.

**Signature:**

**Name:**

**Designation:**

**Address:**

**Email Address:**

**Mobile No.:**

**Place:**

**Date:**

**Annexure I – Appendix V**

<b>S. No.</b>	<b>Name of the Item/ Work</b>	<b>Estimated Quantity (Nos.)</b>	<b>Bid Security/ Earnest Money Deposit Amount for the tender</b>	<b>Avg. Turnover in Last 3 FY ( In Crores)</b>	<b>Experience of number of sites/Towers in last 5 years towers)</b>	<b>Cluster Rank</b>
1	Supply and erection of Ground Base Tower (GBT), Infrastructure as a service provider including Supply, Installation and Commissioning of power Infrastructure Items like Lithium ion Battery, Power Plant, Charging Control Unit (CCU), Engine Alternator, Solar Panel System and subsequent Operation & Maintenance for 5 years of 4G GSM BSS Network for 1099 sites of Odisha <b>Cluster-A</b>	1,099	2 Crores	75	150	1
2	Supply and erection of Ground Base Tower (GBT), Infrastructure as a service provider including Supply, Installation and Commissioning of power Infrastructure Items like Lithium ion Battery, Power Plant, Charging Control Unit (CCU), Engine Alternator, Solar Panel System and subsequent Operation & Maintenance for 5 years of 4G GSM BSS Network for 835 sites of Andhra Pradesh <b>Cluster-B</b>	835	2 Crores	75	150	2
9	Supply and erection of Ground Base Tower (GBT), Infrastructure as a service provider including Supply, Installation and Commissioning of power Infrastructure Items like Lithium ion Battery, Power Plant, Charging Control Unit (CCU), Engine Alternator, Solar Panel System and subsequent Operation &	816	2 Crores	75	150	3

	Maintenance for 5 years of 4G GSM BSS Network for 816 sites of Maharashtra & Goa <b>Cluster-C</b>					
3	Supply and erection of Ground Base Tower (GBT), Infrastructure as a service provider including Supply, Installation and Commissioning of power Infrastructure Items like Lithium ion Battery, Power Plant, Charging Control Unit (CCU), Engine Alternator, Solar Panel System and subsequent Operation & Maintenance for 5 years of 4G GSM BSS Network for 612 sites of Madhya Pradesh and Chhattisgarh <b>Cluster-D</b>	612	2 Crores	50	100	4
8	Supply and erection of Ground Base Tower (GBT), Infrastructure as a service provider including Supply, Installation and Commissioning of power Infrastructure Items like Lithium ion Battery, Power Plant, Charging Control Unit (CCU), Engine Alternator, Solar Panel System and subsequent Operation & Maintenance for 5 years of 4G GSM BSS Network for 610 sites of Arunachal Pradesh, Manipur , Nagaland and Andaman & Nicobar <b>Cluster-E</b>	610	2 Crores	50	100	5
4	Supply and erection of Ground Base Tower (GBT), Infrastructure as a service provider including Supply, Installation and Commissioning of power Infrastructure Items like Lithium ion Battery, Power Plant, Charging Control Unit (CCU), Engine Alternator, Solar Panel System and subsequent Operation & Maintenance for 5 years of 4G GSM BSS Network for 438 sites of Rajasthan, Gujrat and Dadar Nagar Haveli & Daman and Div <b>Cluster-F</b>	438	2 Crores	25	75	7

7	Supply and erection of Ground Base Tower (GBT), Infrastructure as a service provider including Supply, Installation and Commissioning of power Infrastructure Items like Lithium ion Battery, Power Plant, Charging Control Unit (CCU), Engine Alternator, Solar Panel System and subsequent Operation & Maintenance for 5 years of 4G GSM BSS Network for 432 sites of Assam, West Bengal, Sikkim, Meghalaya, Tripura & Mizoram <b>Cluster-G</b>	432	2 Crores	25	75	8
5	Supply and erection of Ground Base Tower (GBT), Infrastructure as a service provider including Supply, Installation and Commissioning of power Infrastructure Items like Lithium ion Battery, Power Plant, Charging Control Unit (CCU), Engine Alternator, Solar Panel System and subsequent Operation & Maintenance for 5 years of 4G GSM BSS Network for 425 sites of Bihar, Jharkhand, UPE, UPW, Punjab, Haryana <b>Cluster-H</b>	299	2 Crores	25	75	10
6	Supply and erection of Ground Base Tower (GBT), Infrastructure as a service provider including Supply, Installation and Commissioning of power Infrastructure Items like Lithium ion Battery, Power Plant, Charging Control Unit (CCU), Engine Alternator, Solar Panel System and subsequent Operation & Maintenance for 5 years of 4G GSM BSS Network for 416 sites of Karnataka, Kerala, Tamil Nadu, Chennai & Telangana <b>Cluster-I</b>	416	2 Crores	25	75	9

10	Supply and erection of Ground Base Tower (GBT), Infrastructure as a service provider including Supply, Installation and Commissioning of power Infrastructure Items like Lithium ion Battery, Power Plant, Charging Control Unit (CCU), Engine Alternator, Solar Panel System and subsequent Operation & Maintenance for 5 years of 4G GSM BSS Network for 344 sites of Jammu & Kashmir, Ladakh, Uttarakhand and Himachal Pradesh <b>Cluster-J</b>	470	2 Crores	25	75	6
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**Note:**

- a) Bidder has to submit bid security for each cluster which can also be submitted as a single Bid security for multiple clusters. Maximum bid security for participation in more than 3 clusters is Rs 6 cr.
- b) In case a bidder bids for more than one cluster, then the turnover of highest turnover cluster plus 50% of required turnover of other clusters will be sufficient to bid. Bidder, having average annual turnover of INR 450 Crores or more in last 3 financial years, will be eligible to bid for all clusters.
- c) In case a bidder bids for more than one cluster, then cumulative experience of all the clusters will be required to be eligible for all clusters bid for. Bidder, having experience of 1000 sites/ towers or more will be eligible to bid for all clusters. In case of O&M experience, minimum period for consideration will be 12 months.

**PROFORMA FOR  
IRREVOCABLE UNDERTAKING BY CONSORTIUM PARTNERS**

(on Non-Judicial Stamp paper)

This is to certify that we, **M/s**..... (Name & full address) as the front Bidder of this tender and our technology partner / parent company, **M/s**..... (Name & full address) both shall be liable for due performance of the contract jointly and severally, failing which both of us shall be liable to be barred from having any business dealing with BSNL for a period of 3 (three) years.

Signature:

Signature:

Name in Block letters:

Name in Block letters:

Status: Director/Manager/Partner/  
Proprietor of the Company

Status: Director/Manager/Partner/  
Proprietor of the Company

[on behalf of the front bidder ]

[On behalf of technology partner/ parent  
company]

Signature of Bidder

**Annexure-II****Bidders Profile**

1.	Name and address of the company			
2.	Contact Details of the Bidder (Contact person name with designation, Telephone Number, FAX, E-mail and Web site)			
3.	Area of business			
4.	Date of Incorporation			
5.	Annual Turnover for 3 financial years (Rs in Cr)	2022-23	2023-24	2024-25
6.	Net worth for the year 2023-24 or 2024-25 (Rs in Crs)			
7.	GST Registration number			
8.	PAN Number			
9.	CIN Number, if applicable			
10.	Number of technical manpower in company's rolls			
11.	Name of Cluster interested to work. (Either All Clusters/Specific Clusters, with Name and No)			

(Signature and Stamp of the Bidder)

**Compliance Statement**

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

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

(Signature and Stamp of the Bidder)

**Work Experience Details – project wise**

<b>Sl. No</b>	<b>Information Required</b>	<b>Details</b>
1	Name & Scope of work of the project	
2	Entity for which the project was undertaken (Customer Name & Contact Details including email ID, Contact number)	
3	Project Cost	
4	PO No & Date	
5	Date of commencement	
6	Commissioning Date	
7	Role of bidder	
8	Brief Description of the project	
9	Commissioning Date	
10	Role of bidder	
11	Brief Description of the project	

(Signature and Stamp of the Bidder)

**Experience Certificate**  
(on Bidders' Clients' Letter head)

It is hereby certified that M/s..... has worked with us for the supply/work of .....for the Period from..... to..... His/Their supplies/work responsibilities included the following:-

1. ....
2. ....
3. .... (additional pages may be appended if required)

The details of the contract with this Company are as given below.

(1) Name of Area where deployed:-

(2) Details of contract:-

Description of Goods supplied/Work done by IaaSP	Type of goods/works covered in Contract	Period of the Contract	Total Amount paid during this contract	Remarks, if any

(3) Overall performance of the IaaSP :.....  
(Poor, Satisfactory, Good, Very Good or Excellent)

Signature of the Authorized Person. (Name, Address, Email Id & Contact Number)

**Note to the Bidders:-**

(a) The Work experience certificate as per the format given above should be furnished along with details like Name, full address, contact land line phone/mobile number, Official Email Page 130 of 162 address, etc. of the issuing authority on the Letterhead of the department/company where the work/supply was executed.

(b) For licensed TSP or similar multipoint networked Service Organizations, the certificate shall be issued by an officer of the rank of at least General Manager/Works Manager of the Company. For Govt. Organizations/PSUs, the certificate shall be issued by an officer of the rank of at least D.G.M or equivalent.

(c) Experience certificates for works executed after 1st April, 2014 only will be considered.

(d) This Experience certificate shall be supported by corresponding Agreement / Purchase/Work Order Copies, etc.

**PRE-CONTRACT INTEGRITY PACT**

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

EOI No.....

This Integrity Pact is made on .....day of 2025

**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 EOI process and the execution of the contract for compliance with the principles as mentioned herein this agreement.

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

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

## SECTION 1 – COMMITMENTS OF THE PRINCIPAL

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

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

## SECTION 2 – COMMITMENTS OF THE BIDDER / CONTRACTOR

- 2.1 The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the EOI process and during the execution of the contract.
  - a. The bidder(s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the EOI process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever (during the EOI process or during the execution of the contract).
  - b. The bidder(s)/contractor(s) will not enter with other bidders/ contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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

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

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

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

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

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

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

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

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

#### SECTION 4 – PREVIOUS TRANSGRESSION

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

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

#### SECTION 5 – COMPENSATION FOR DAMAGE

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

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

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

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

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

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

## SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

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

### **Details of IEM appointed by ITI are as under:**

Shri Atul Jundall, IFS (Retd.)

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

- 8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.
- 8.3 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents Bidder(s)/Contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Bidder(s)/Contractor(s). As soon as the Monitor notices,

or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations.

Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.

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

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

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

## SECTION 9 - FACILITATION OF INVESTIGATION

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

## SECTION 10 - LAW AND JURISDICTION

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

For BIDDER(S)/CONTRACTOR(S)

.....

.....

Name Designation

Name Designation

Witness

1. ....

1. ....

2. ....

2. ....

**Consortium Agreement****(On Rs. 100 Non-Judicial Stamp Paper)**

In compliance to Clause No.....of EOI No..... dated....., a consortium has been formed on <Date> between <Consortium Partner 1 > and <Consortium Partner 2> to meet various eligibility conditions and experience criteria specified in the EOI No ..... dated .....

It has been agreed among bidder and the consortium partner(s) that <Bidder's Name> is designated to submit the Bid on behalf of this consortium and henceforth called as Bidder. "Lead Bidder" and "Bidder" have been used interchangeably. It is also confirmed that all the members of the said consortium meet the eligibility conditions as specified in the above referred tender and have authorized the "Lead bidder" by way of duly executed power of attorney in his favour, to act on their behalf.

It has also been agreed that in its capacity as lead Bidder, <Bidder's Name> will interact with BSNL for all obligations.

The Lead bidder and consortium partner(s) shall be liable for due performance of the contract jointly and severally, whereas the responsibility of Consortium Partner(s) other than lead bidder, shall be limited to such Consortium Partner(s) share of obligations in the contract for products and /or services as defined in the agreement signed between the Lead Bidder and Consortium Partner(s) and is in accordance with the EOI requirements.

Required Performance Security to cover Proof of Concept (PoC) shall be shared equally by Lead bidder and consortium partner / submitted by Lead bidder only ( strike off which ever not applicable).

The details of Bidder and consortium partner(s) are as under:-

< Consortium Partner1>:- <Details containing Registered office & correspondence address>

<Consortium Partner 2 >:- <Details containing Registered office & correspondence address>

IN WITNESS WHEREOF the parties have caused this AGREEMENT to be executed by their duly authorized officers as of the day first above written

For <**Consortium Partner 1**>

For<**Consortium Partner 2**>

Signature of Authorized Signatory

Signature of Authorized Signatory

Name:-

Name:-

Designation:-

Designation:-

Contact Phone:-

Email-ID:-

Date:-

Witness-1

Signature:-

Name:-

Designation:-

Contact Phone:-

Email-ID:-

Date:

Contact Phone:-

Email-ID:-

Date:-

Witness-1

Signature:-

Name:-

Designation:-

Contact Phone:-

Email-ID:-

Date: