

**Notice Inviting EOI for selection of consortium partner for participating in the Tender for implementation of CNOC for Amended BharatNet Program**

Ref: CORP/MKTG/BSNL/CNOC/2024/27

Date: 10-01-2025



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

**Website: [www.itiltld.in](http://www.itiltld.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 BSNL tender - “Request for Proposal (RFP) for Designing, Planning, Supply, Installation, Configuration, Customization, Integration, Testing, Commissioning and O&M OF Central Network Operations Centre (C-NOC) for Amended BharatNet Program”. This EOI is floated for selection of Consortium partners, who can work as Total solution provider for participating in the subject RFP, with ITI as the Lead bidder. ITI Limited is desirous of bidding for this tender, based on the eligibility criteria defined in the customer RFP.

## 2. Important Dates

3.

Date of EOI Upload	Date: 10-01-2025
Due Date for EOI Submission	Date: 20-01-2025 4.00 PM
Due Date of Bid Opening	Date: 20-01-2025 4.30 PM
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>

#### 4. Scope of Work

The scope of work is as follows: The NOC PIA shall be responsible for end-to-end implementation and O&M of Centralised Network Operations Centre (C-NOC) in New Delhi (Main Center) and Bengaluru (Recovery Center) for a duration of 3-year warranty + 7-year AMC. This shall include designing, planning, supply, installation, configuration, customisation, integration, testing, and commissioning along with O&M of hardware equipment which shall include IT & non-IT infrastructure and software modules including applications, data base, security solutions etc.

This also includes overall management of C-NOC (main and DR) facilities areas across both locations. Furthermore, the NOC PIA shall perform the O&M services of existing BharatNet NOC infrastructure already established in New Delhi (main NOC/DC) and Bengaluru (DR NOC/DC).

The detailed scope of work can be taken from customer tender document, corrigenda, clarification and addenda downloaded from the website <https://etenders.gov.in>, <http://tender.bsnl.co.in/>

Tender reference number is Tender No. MM/BN/CNOC/T-833/2025 issued on 01.01.2025

#### 5. Eligibility Criteria

4(i)	Eligibility Criteria of Applicants	Supporting Documents Required
A.	<p>The Bidder/Consortium (all members of consortium) should be registered under Indian Companies Act, 1956/ 2013 or Limited Liability Partnership Act, 2008 or as amended; with at least 3 years of operations in India as on bid submission date.</p> <p>Consortium of maximum two members is allowed. However ITI reserves the right to be the Lead Bidder in the consortium for which it will bid for the BSNL tender</p> <p>In case of consortium, Consortium Agreement on 100 Rs. Stamp paper to be signed by all members of the Consortium for the subject business opportunity (specifying subject EOI, EOI name, Consortium member roles &amp; responsibilities of each of the Consortium member) to be submitted along with the bid as per Joint Bidding Agreement format enclosed in Annexure – VII )*</p>	<p>i. Following documents in respect of sole Bidder or each of the Consortium members shall be submitted:</p> <p>(a) Copy of Certification of Incorporation / Memorandum of Association (MoA) and Articles of Association (AoA)/ registration certificate with LLP agreement                      (b) Copy of PAN card                      (c) Copy of GST Registration</p> <p>ii. Consortium agreement (Joint Bidding Agreement) in case of Consortium bid [format of agreement as per Annexure VII].</p>
B.	<p><b><u>Turnover</u></b></p> <p>The Sole Bidder/ each member of the Consortium should have minimum turnover of Rs. 50 Crores from the IT and/or IT enabled services (ITES) business in</p>	<p>i. Audited financial statements/annual report for 3 financial years i.e., 2021-22, 2022-23 &amp; 2023-24 from the Statutory Auditor.</p>

4(i)	Eligibility Criteria of Applicants	Supporting Documents Required
	<p>the last 3 FY (financial years) i.e. (2021-22, 2022-23 &amp; 2023- 24)</p> <p>Note: * Bidder's Parent/group company turnover will not be considered in turnover criteria.</p>	<p>ii. Unaudited statement if certified by the Statutory Auditor for the year 2023-24 shall also be accepted.</p> <p>iii. Certificate from the Statutory Auditor/ Company Secretary/Chartered Accountant on turnover details for the last three (3) financial years (2021-22, 2022- 23, 2023-24).</p> <p>iv. List of IT/ITES works completed along with the value of the work in 3 financial years duly certified by the Statutory Auditor and self-attested by bidder's authorised signatory.</p>
C.	<p><b><u>Networth</u></b> The Sole Bidder/both consortium members should have Positive Net Worth as on 31st March 2024</p>	<p>Auditors Net worth certificate assigned by the company's Auditors/ CA (2023-24)</p>
D.	<p><b>Experience:</b></p> <p>i. The Sole Bidder/ Consortium should have deployed NOC/ OSS anywhere globally for any Government/Public Sector Undertaking (PSU)/ Service Provider public limited company/ Telecom Service Provider Company/ Telco/ BharatNet SPV during last 10 years, with at least 25000 network elements including CPE Nodes from maximum three projects and should have provided technical support for Hardware and Software the same for at least one years as on the date of bid submission.</p> <p>ii. The Sole Bidder/ Consortium should have BSS solution experience for deployment of the same or its earlier version with at-least 25000 subscribers/ 2000 provisioning requests per day with two satisfactory deployments</p>	<p>Supporting documents to be provided for clause 4(i) D(i) &amp; (ii)</p> <p>(i) Experience/ Work Completion Certificate issued &amp; signed by the PO issuing authority or an authority authorised by the PO issuing authority of the client entity (only central government departments/ State Government departments/ PSUs/ Telecom Service Providers (Telco)/ Category-A ISPs ) on global basis (Self-Certification by the bidder, alone shall not be accepted) along with the supporting documents such as Work order/ Purchase order OR Contract clearly highlighting the scope of work and quantities of the contract/ order.</p> <p>(ii) Client contact details i.e., name of contact persons,</p>

4(i)	Eligibility Criteria of Applicants	Supporting Documents Required
		<p>postal address, official email, tel.</p> <p><b>(iii)</b> Work Experience Details as per Annexure IV</p>
E.	<p>The Sole Bidder/ Consortium in the last five years, must have successfully completed at least</p> <p>One IT/ITES project with a value of INR 312 crore.</p> <p>Or</p> <p>Two IT/ITES project with a value of INR 195crore.</p> <p>Or</p> <p>Three IT/ITES project with a value of INR 156 crore.</p> <p><b>Note:</b> IT/ITES work shall mean &amp; include works of implementing LAN project/WAN project/Turnkey IT project and its O &amp; M.</p>	<p>Valid end customer PO copy during the last five years with completion certificate.</p> <p>Note : The required experience shall be considered after removing tax component of the work experience certificate submitted by the bidder</p> <p>Work Experience Details as per Annexure IV</p>
F	<p>Bidder to bring eligible OEM who meets the below mentioned eligibility requirements as per customer tender. Supporting documents including MAF for these to be submitted along with bid.</p>	<p>Manufacturer Authorization Form (MAF) from OEM/Vendors for each product as per Annexure VIII</p>
	<p>i The GIS based Fiber inventory &amp; operations management system should be working for at least 20,000 Kms of deployed utility network on bid submission date, out of which at least 10,000 Kms of utility network should have been deployed under a single PO/Project.</p>	<p>Valid end customer PO copy during the last five years with completion certificate.</p>
	<p>ii The GIS integrated PM tool should have been deployed in any Two projects in Central Government / State Government / Telecom Service Provider / CPSE or in any of the Water / Power or Telco utility Network.</p>	<p>Valid end customer PO copy during the last five years with completion certificate.</p>
	<p>iii The video capturing module shall be developed by an OEM having experience of deployment of GIS Based Fiber Inventory Management of 20000 Kms.</p> <p>OR</p> <p>By an OEM having experience of distance/depth measurement analysis through videos in any Government project/ Telecom Service Provider/ CPSE for minimum 1500 Kms or 500 Sq Kms, which should be currently operational as on bid submission date.</p>	<p>Valid end customer PO copy during the last five years with completion certificate.</p>
	<p>iv The OSS shall be from an OEM who has deployed the same or its earlier version with at-least 50000</p>	<p>Valid end customer PO copy during the last five years with completion certificate.</p>

4(i)	Eligibility Criteria of Applicants	Supporting Documents Required
	network elements including CPE. Nodes which should have run successfully at least two years.	
v	The BSS solution shall be from an OEM who has deployed the same or its earlier version with at-least 25000 subscribers/2000 provisioning requests per day with two satisfactory deployments.	Valid end customer PO copy during the last five years with completion certificate.
G	<p><b>Trusted Product Requirement :</b> The instructions regarding supply of ‘Trusted Products’ as mandated by DoT vide File no- 20-271/2010 AS-I (Vol-III) dated 10.3.2021, along with its amendments, issued from time to time, shall be complied for this tender. The bidder/OEM shall not be in the notified list of designated sources, from whom no procurement can be done, as per above letter. The equipment and software falling in the list of products as per the DOT letter mentioned above should comply as “Trusted Products”, before delivery.</p> <p>In case, the make/ model is not approved as “Trusted Product”, then, the bidder/ OEM shall obtain the approval for the tendered products from the designated office. Delivery Schedule shall start from the date of PO or from the date of issue of NSCS certificate, whichever is later. Alternatively, the bidders can provide all documents/ information to ITI for application on trusted portal, in their technical bid.</p>	The format for submission of information (to be submitted with technical bid) is enclosed at <b>Annexure VI</b>
H	<p><b>MTCTE Compliance Requirement:</b> The Mandatory Testing and Certification of Telecom Equipment (MTCTE) guidelines require that every telecom equipment must undergo mandatory testing and certification prior to sale, import for use in India. The products, which are required to be MTCTE complied as per extant guidelines issued by TEC from time to time for various telecom equipment, shall meet the same.</p>	Details regarding certification/compliance to be provided along with the proposal
I	In case of imported products, OEM should have a registered office and service support centre in India to provide after sales service support in India.	List of imported products with registered office and service support center details to be provided
J	The bidder shall submit a letter certifying the compatibility and latest version details of all applications/solutions in C- NOC (main and DR)	Undertaking as per format provided under <b>Annexure-I Appendix VIII</b>

4(i)	Eligibility Criteria of Applicants	Supporting Documents Required
K	The Bidder (all members of consortium) should not be blacklisted/debarred with Ministry of Communication or BSNL or debaring 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.	The Bidder or each of the Consortium members shall submit: An undertaking signed by CEO/ Country Head/ Authorised 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 Annexure-I Appendix IV.
L	If a bidder/all members of consortium has been declared as nonperformer in any USOF project(s) such as BharatNet Project and 4G saturation project, on the bid submission date, such bidder shall stand not eligible to submit the bid for this tender.	A self-declaration for not being declared as non-performer in any USOF project(s)
M	The Sole Bidder/ any member of Consortium or their promoters should not be holding 10% or more equity stake or operating partnership in any UASL/ISP license. A	Self-declaration is to be provided by the bidder as per <b>Annexure-I Appendix II</b>
N	The Sole Bidder/ any member of Consortium are not a licensed service provider to provide Basic services/Cellular services/Internet services/Unified Access services/ NLD services anywhere in India.	Self-declaration is to be provided by the bidder as per <b>Annexure-I Appendix III</b>
O	Any bidder or its OEM from a country which shares land border with India will be eligible to bid if the bidder is registered with the competent authority as specified in (O.M. No. 7/10/2021-PPD (1) Dated 23.02.2023 from Department of Expenditure, Ministry of Finance.	The bidder/each consortium member/ OEM shall submit an undertaking in this regard as per format provided under <b>Annexure-I Appendix V</b>
P	It is mandatory for the bidder to submit a self-certification as per proforma in Annexure-I Appendix VI, along with the bid that the items meet 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 prior to customer tender submission giving the percentage of local content in accordance with DPIIT letter dated 16.09.2020 & 04.03.2021 and the Gazette notification dated 29th	Self-undertaking as per Annexure-I Appendix VI along with EOI bid proposal. <b>Auditor certificate to be furnished at the time of customer tender submission</b>

4(i)	Eligibility Criteria of Applicants	Supporting Documents Required
	Aug 2018 issued by DoT on PMI Policy. Furnishing of false information on this account shall attract penal provisions as per the Guidelines/ Notification.	
Q	Bidders shall quote a one OEM make and model against each line item mentioned in the RFP. Multiple OEMs for a single line item shall not be accepted, and any deviation from this requirement may result in bid disqualification.	Undertaking regarding the criteria to be submitted <b>Annexure-I Appendix VII</b>
R	Bidder shall submit a list of Key technical personnel with the required domain experience.	Undertaking with Key technical Manpower details to be provided
S	<p>Bidder should submit write up on Project Implementation Plan and capability (technical and financial) on how the project will be executed by the bidder covering the topics &amp; presentation to be followed after technical evaluation which should include the following topics</p> <ul style="list-style-type: none"> <li>i. Understanding of project</li> <li>ii. Approach &amp; Methodology for establishment of C-NOC (main &amp; DR)</li> <li>iii. Technical and Domain Experience</li> <li>iv. Credentials of previous projects handled.</li> <li>v. Credentials of manpower planned for deployment at C-NOC (main and DR) – qualification</li> </ul>	Write-up on Project Implementation Plan and capability (technical and financial) on how the customer EOI/tender implementation will be executed by the bidder
T	<p>A <b>self-certificate with proper contact detail of customers</b>(Details of End User - Firm Name, Contact person, Designation, Telephone Number, Fax, Official mail id etc.) <b>for the experience proof submitted</b> along with PO reference and value of the project. The same should be issued by authorized signatory of bidder.</p> <p>ITI LTD reserves the right to verify the correctness of the client certificates (PO Copies/Work orders) and any other information submitted by the bidder in his offer. In case of any wrong information submitted by bidder, the bid will be rejected and subsequently the bidder will be blacklisted from doing any business with ITI Limited. <b>The experience details to be filled as per Annexure – IV</b></p>	self-certificate with proper contact detail of customers to be provided



#### 4(ii) Technical evaluation criteria

Sl No	Criteria		Maximum Marks
1	<p><b>Experience:</b> iii. The Sole Bidder/ Consortium should have deployed NOC/ OSS NOC/ OSS anywhere globally for any Government/Public Sector Undertaking (PSU)/ Service Provider public limited company/ Telecom Service Provider Company/ Telco/ BharatNet SPV during last 10 years, with at least 25000 network elements including CPE Nodes from maximum three projects and should have provided technical support for Hardware and Software the same for at least one years as on the date of bid submission.</p>	<p><b>25000 to 50000 network elements : 10 marks</b></p> <p><b>&gt;50000 network elements : 15 marks</b></p>	15
2	<p><b>Experience:</b> The Sole Bidder/ Consortium/OEM should have BSS solution experience for deployment of the same or its earlier version with at-least 25000 subscribers/2000 provisioning requests per day with two satisfactory deployments</p>	<p><b>25000 to 50000 subscribers /2000 to 5000 provisioning requests per day : 5 marks</b></p>	5
3	<p>The Sole Bidder/ each member of Consortium should have minimum turnover of 50 Crs from the IT and/or IT enabled services (ITES) business in the last 3 FY (financial years) i.e. (2021-22, 2022-23 &amp; 2023- 24)</p>	<p><b>≥50 Cr to ≤150 Cr.: 5 marks.</b></p> <p><b>&gt;150 Crs : 10 marks.</b></p>	10
4	<p>The Sole Bidder/ Consortium, in the last five years, must have successfully completed at least</p> <p>One IT/ITES project with a value of INR 312 crore. Or Two IT/ITES project with a value of INR 195 crore. Or</p>	<p><b>a) One IT/ITES project with a value of INR 312 to 468 Crs Or</b></p> <p><b>Two IT/ITES project with a value of INR 195 -292 Crs Or</b></p> <p><b>Three IT/ITES project with a value of INR 156-234 Crs : 10 marks</b></p>	20

	Three IT/ITES project with a value of INR 156 crore.	b) <b>One IT/ITES project with a value &gt;468 Crs . Or Two IT/ITES project with a value &gt; 218 Crs . Or Three IT/ITES project with a value &gt; 234Crs : 20 marks</b>	
<b>5</b>	Bidder/Consortium should have valid International Organisation for Standardisation (ISO) 20000:2015 or above, ISO/ IEC 27001 and ISO 9001:2015 certification on the Last date of Bid submission.	<b>All certifications 10 Marks Any one certification 5 Marks</b>	<b>10</b>
<b>6</b>	<b>Presentation on Project Implementation Plan and capability</b> i) Understanding of project ii) Approach & Methodology for establishment of C-NOC (main & DR) iii) Technical and Domain Experience iv) Credentials of previous projects handled. v) Credentials of manpower planned for deployment at C-NOC (main and DR) – qualification		<b>40</b>
	<b>Total</b>		<b>100</b>

3.ii.1 Note:

- i. **Minimum** qualified score from technical qualification to become eligible for next stage of financial bid opening will be 70 marks for bidders. Bidders are requested to provide document for evaluation and marking as defined in Section Eligibility Criteria.
- ii. **Document** submitted during technical evaluation is binding to bidder
- iii. **Documentary Proof for the above technical evaluation criteria need to be submitted along with the bid**

<b>4(iii) Checklist of documents/information to be submitted by bidder</b>	
a.	Company Profile
b.	Certificate of Incorporation
c.	Memorandum & Articles of Association

d.	Quality Certificate – ISO 9001:2015 / ISO 27001:2013 /ISO 20000 for Information Security Management System
e.	GST certificate
f.	Copy of PAN Card
g.	CIN (Corporate Identity Number), if applicable
h.	Supporting documents to be provided for clause 4(ii) 1,2,4 Experience/ Work Completion Certificate issued & signed by the PO issuing authority or an authority authorised by the PO issuing authority of the client entity (only central government departments/ State Government departments/ PSUs/ Telecom Service Providers (Telco)/ Category-A ISPs ) on global basis (Self-Certification by the bidder, alone shall not be accepted) along with the supporting documents such as Work order/ Purchase order OR Contract clearly highlighting the scope of work and quantities of the contract/ order.
i	Certificate from the Statutory Auditor/ Company Secretary/Chartered Accountant on turnover details from IT and/or IT enabled service business for the last three (3) financial years (2021- 22, 2022- 23, 2023-24) as per clause 4(ii) 3
j.	Quality Certificate as per 4(ii) 5
k.	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
l	List of Directors / CEO / COO including their name (s) and address(s) Director Identification Number [DIN] of all the Directors. Corporate Identity Number [CIN].
m	Undertakings (in Company letter head ) for acceptance of terms and conditions as per Annexure I -Appendix I
n	Undertaking as per Annexure-I all appendix to be submitted along with the bid
o	Bidders Details as per Annexure II
p	Annexure III as per format for the Clause by clause compliance to all Terms & Conditions of all the Sections of this EOI (including its corrigendum/amendments), duly Signed and Stamped on the Letter Head of their Organization.
q	Pre-Contract Integrity Pact as per Annexure-V

**6. Financial Bid:**

**Name of Bidder:**

Sl. No	Description	Price (Rs)
A	Submit Lumpsum price for supply and service items as per BSNL tender document( Column 'H' i.e. Total Cost (INR) (Inclusive of GST) of Price schedule in Section 9 PartB-I of the Bid-document in INR	

Note: SoR & SoW as per BSNL Tender document

**7. Special Conditions of EOI:**

- a. 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.
- b. The selected SI, who has partnered with ITI for a particular tender/ project shall not partner with any other lead bidder for the same tender/project
- c. If the bidder is selected, during the final tender submission, the price to be quoted shall not be more than price “A” and there is provision of ITI project management charges to be included in the price bid at the time of customer tender submission.

**8. Process for Bidder’s Final Scoring based on QCBS:**

**8.1. Final** evaluation will happen on QCBS (60:40), standard QCBS methodology shall be adopted.

**60% weightage will be given to “Technical Qualification derived from Technical Qualification Criteria” and 40% weightage will be given to “Financial Bid”.**

8.2. The **Technical** scores (Ts) of the bid proposal will be computed as per the formula

$$Ts = 100 \times Tb/T_{high}$$

Where, Ts = Normalized Technical score for the bidder under consideration

Tb = Total marks obtained by the bidder against “Technical Evaluation” criteria

T<sub>high</sub> = Highest mark scored against “Technical Evaluation ” criteria among all responsive bids

8.3. **The** financial scores (Fs) of the other Financial Proposals will be computed as per the formula for determining the financial scores given below:  $Fs = 100 \times F_{low} / Fb$ ,Where,

Fs = Normalized financial score for the bidder under consideration

Fb = Commercial quote for the bidder under consideration,

F<sub>low</sub> = Commercial quote of the lowest evaluated financial bid criteria among the responsive bids

In order to have a comprehensive assessment of the Bid price and the Quality of each bid:

**Bidder Final Score (BFS) = Ts x 0.6 + Fs x 0.4**

8.4. Note:

The Evaluated Bidder Final Score (BFS) shall be considered up to two decimal places.

I. Contract shall be awarded to the bidder with the highest Evaluated Bid Final Score (BFS).

II. In the event of two or more bids having the same highest Evaluated Bid Score. the bid scoring the highest marks against “Technical Qualification” criteria will be recommended for award of contract

Even if there is a tie, ‘draw of lots’ will be resorted to arrive at the recommended bidder.

## 9. General Terms & Conditions

General	Please provide compliance for the following clauses	Compliance
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 LTD 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 arrange to submit the MAF in the name of ITI LTD and must work on exclusive basis with ITI LTD	
8	All commercial terms (proportionate to the scope of work) will be as per the customer Tender/PO.	
9	<p><b>Earnest Money Deposit (EMD) :</b></p> <p>The Bidder shall furnish EMD of Rs. 2 Cr in the form of BG as per Customer tender requirement, at the time of customer tender submission. Undertaking regarding the same need to be submitted along with the EOI bid proposal</p> <p>Undertaking regarding the same needs to be submitted along with the EOI</p> <p>MSE (Micro &amp; Small Enterprise) bidders are exempted from payment of Bid Security.</p> <p>If a vendor registered with an agency/ office specified by Ministry of Micro, small and medium enterprise claiming concessional benefits (such as exemption from Tender Fee and EMD) is awarded work by BSNL and subsequently fails to obey any of the contractual obligation, he may be debarred from any further work/contract by BSNL for one year from the date of issue of such order and MSME authority issuing the certificate shall also be informed for taking suitable action.</p>	

10	<p>PBG: The selected bidder has to provide PBG of 5% of the total order value or as per customer RFP, whichever is higher while placing the contract after winning the customer tender will be borne by the selected bidder.</p> <p>Note: ITI LTD reserves the right to verify the genuineness of the BG with the bidder's bank.</p>	
11	<p><b>Delivery Schedule:</b></p> <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. Further Warranty/AMC shall be supported as per end customer.</li> </ul>	
12	<p><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.</p>	
13	<p><b>Payment Terms:</b></p> <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>	

**10. Evaluation:**

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

**11. Note:**

- a. The Bidding (For Technical & Financial 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.itiltd.in](http://www.itiltd.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 CMR- CM, Corporate Marketing, Corporate Office, ITI Limited, Dooravaninagar, Bengaluru- 560016 email: : [vrsakum\\_crp@itiltd.co.in](mailto:vrsakum_crp@itiltd.co.in), [bindums\\_crp@itiltd.co.in](mailto:bindums_crp@itiltd.co.in), Mob: 9535325537, 8078535507
- e. Technical bids will be opened at **4.30 PM on 20-01-2025**
- 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. Bid offered should be valid for a period of 180 Days from the date of opening of EOI response.
- i. Conditional offers are liable for rejection.
- m. Consortium of two members is allowed
- n. The Bidders should give Clause by clause compliance (as per annexure III) of EOI with references to supporting documents; otherwise the offers are liable for rejection.
- o. The bidder to indemnify ITI LTD from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.
- p. In the event that ITI LTD is required to provide demonstration or working of the product to their buyers, the same shall be arranged by the bidder at latter's cost and expenditure.
- q. ITI LTD reserves the right to suspend or cancel the EOI process at any stage, to accept, or reject any, or all offers at any stage of the process and / or to modify the process, or any part thereof, at any time without assigning any reason, without any obligation or liability whatsoever.
- r. Bidders, whose Purchase Order(s) for any Project of ITI LTD was/were cancelled on risk & cost basis for nonperformance or non-submission of performance guarantee in last 2 years, are not eligible to participate in this tender.

- s. Any existing vendor/partner of ITI Ltd. willing to participate in this EOI/RFP must have a good track record with ITI or submit a Performance Clearance Certificate from the respective concerned ITI unit/office.
- t. **Cost of EOI:** The bidder shall bear all costs associated with the preparation and submission of his offer against this EOI, including cost of presentation for the purposes of clarification of the offer, if so desired by ITI LTD. ITI LTD will, in no case be responsible or liable for those costs, regardless of the conduct or outcome of the EOI process.
- u. **Amendment of EOI:** At any time prior to the last date for receipt of offers, ITI LTD, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI document by an amendment. In order to provide prospective bidder reasonable time in which to take the amendment into account in preparing their offers, ITI LTD may, at their discretion, extend the last date for the receipt of offers and/or make other changes in the requirements set out in the Invitation for EOI.
- v. ITI LTD will not consider any or all of the bids if they are not meeting EOI requirements.
- w. ITI LTD may at its discretion reject any offers received for selection without assigning any reasons.
- x. This EOI will be available on Govt & ITI Ltd website: “<http://www.itilttd.in/> ” under its Tender/EOI Section.

## 12. 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.
- XVI. All other terms as conditions is as per customer RFP.

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

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

1. to work exclusively with ITI complying to the EOI and Customer Tender terms and conditions including corrigenda, amendments, prebid clarifications, agreements etc. Also, we agree to implement the project (scope of work as per Customer Tender terms and conditions including investment) covering Warranty & post-warranty services, maintenance etc, in the event of ITI LTD winning the contract on back-to- back basis.
2. Submit Tender document fee of Rs 11800/- , Earnest Money Deposit (EMD) as per tender required for submitting the customer tender at the time customer bid submission and PBG (5% of the order value) to be borne by the selected bidder at the time of placement of order as per customer tender terms. In cases where ITI LTD is exempted from providing EMD & PBG or allowed to submit Corporate Guarantee in place of Bank Guarantee to customer, bidder shall provide EMD (while submitting the bid to the customer) & PBG as per customer terms to ITI LTD.
3. To support ITI LTD for preparation of the EOI/tender, post bid clarifications, technical presentations and any other requirements as per end customer requirement.
4. To submit OEM MAF in the name of ITI and other OEM related certificates as per customer RFP formats and all other technical documents/certificates/data sheets/solution as per customer tender requirement
5. That we will be equipped with the required manpower with qualifications, certifications and experience as mentioned in the customer tender.
6. The Bidder to bring exclusive OEMs for different equipment who meets the OEM eligibility criteria as per customer RFP/tender requirement.
7. to comply with all the end customer EOI/tender requirements including technical specifications
8. To get required certificate& support (warranty & post-warranty/maintenance) in the name of ITI LTD from the OEM as per customer tender requirement.
9. 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.

10. 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.
11. 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.
12. To make all arrangements and carry out Proof of Concept (PoC) at bidder's cost
13. To obtain relevant statutory licenses/certifications for operational activities at own cost.
14. To sign MoU/Teaming Agreement, Integrity Pact with ITI LTD for addressing the customer tender as per customer's tender terms and conditions.
15. To indemnify ITI LTD from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.
16. To support the offered equipment for the period including warranty and AMC as per customer tender conditions.
17. To supply equipment/components which conform to the latest year of manufacture.
18. 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.
19. 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.
20. 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**

We, M/s \_\_\_\_\_, a company registered under Companies Act 1956, having registered office at \_\_\_\_\_ do hereby undertake and declare that we do not have substantial equity stake (10% or more) in & of any. a) Basic Services b) Cellular Services c) Internet Services d) Unified Access Services e) National Long-Distance Services operating company(ies) in India or vice-versa.

Signed on behalf of M/s \_\_\_\_\_ by Shri \_\_\_\_\_  
(Name & Designation) authorised signatory (with company stamp).

Date: .....

Place: .....

**Annexure-I  
Appendix III**

We, M/s \_\_\_\_\_, a company registered under Companies Act 1956, having registered office at \_\_\_\_\_ do hereby undertake and declare that we are not a licensed service provider to provide Basic services/Cellular services/Internet services/Unified Access services/ NLD services anywhere in India.

Signed on behalf of M/s \_\_\_\_\_ by Shri \_\_\_\_\_ (Name & Designation) authorised signatory (with company stamp).

Date: ..... Place: .....

**Annexure-I  
Appendix IV**

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

The bidder must

- 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.

(Signature and Stamp of the Bidder)

**Annexure-I  
Appendix V**

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

(On Company's Letter Head) Reference 1:

BSNL Tender No.....issued on behalf of USOF, DoT on .....

Reference 2: Department of Expenditure Office Memorandums(OMs) No 7/10/2021-PPD(1) Dated 23.02.2023. I,.....incapacity of authorized signatory of M/s.....having Regd. office at.....being a participant bidder in BSNL T.E cited at reference 1 above, hereby declare that I have read and understood the clause regarding Restrictions under Rule 144(xi) of the General Financial Rules (GFRs) 2017 on grounds of Defense of India and National Security issued vide OM cited at reference 2 above, on procurement from a bidder of a country which shares a land border with India.

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

Signature

Designation in Company Seal / Stamp of Company

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

**Annexure-I**  
**Appendix VI**

Format for Self-Declaration Regarding Local Content (LC) for Telecom Product, Services or  
Works

FORM-1

Format for Self-declaration regarding Local Content (LC) for Telecom Product, Services or Works  
(As per clause 9 (b) of DPIIT order No P-45021/2/2017- (B.E-II) – Part IV Vol-II dated 19th July  
'2024, certificate from statutory auditor / cost auditor of the company is mandatory for all bids of a  
value more than Rs 10 crore)

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 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. Percentage of LC claimed: .....% That the LC for all inputs which constitute the said Telecom Product/Services/Works has been verified by me and I am responsible for 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 and I will be liable as under clause 9 (f) of Public Procurement (Preference to Make in India) Order 2017. I agree to maintain all information regarding my claim for LC in the Company's record for a period of 2 years and shall make this available for verification to any statutory authorities.

- 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 certificate from local suppliers, if the input is not in-house. xiii. List and cost of inputs which are imported, directly or indirectly.

For and on behalf of \_\_\_\_\_ (Name of Firm/Entity)  
Authorised signatory (To be duly authorised by the Board of Directors)



**Undertaking regarding multiple OEMs**

Undertaking w.r.t. Local content declaration in view of allowing multiple OEMs (Only applicable if bidder is claiming Preference as Class-I Local category bid for award of work) We have offered multiple OEMs for active & passive components in our bid for the tender enquiry No. .... We hereby claim Preference as Class-I Local category bid for award of work for the tender and have worked out our bid's Local content (LC) in such a manner that our claim for Local content will always remain under Class-I category with the offered OEMs during bidding stage as well as during the supplies. We have also taken cognizance of the DPIIT guidelines dated 19.07.2024 and the Gazette notification dated 29th Aug 2018 issued by DoT on PMI Policy is also complied for calculation of local content of products of our OEMs, whose product has been offered in our bid.

(Signature and Stamp of the Bidder)

## **Format of Undertaking from OEMs**

To

The Tendering Authority  
BSNL

Sir,

Sub: Statement of Undertaking from OEM

Ref: We, the undersigned OEM, having read and examined in detail all the bidding documents in respect of the abovementioned tender in respect to component(s) offered / supplied by us and as a gesture towards our commitment for continued support for our component(s) / solution do hereby declare as under:

1. We confirm that we would support the installation, commissioning, integration and maintenance of products offered/supplied to BSNL.
2. We hereby confirm that we would treat BSNL as a preferred customer and that resolution of all problems and issues reported to us in fulfilment of the abovementioned Tender would be undertaken by us on priority basis.
3. We hereby confirm that the products/solutions being supplied to BSNL will not be declared end of sale for a minimum of 24 months from the date of its acceptance by BSNL and that we shall support the same for a minimum period of 10 years from the date of its acceptance by BSNL.
4. We hereby agree to supply and/or install all new releases, versions, any type of update, upgrade patch and/or bug fixes for the software or firmware from time to time at no additional cost to BSNL. Additionally, the documentation and training services associated with the component(s) shall be provided free of cost to BSNL.
5. We hereby confirm that our partner M/s necessary capability and training required to support our Product(s).
6. We hereby agree to abide by the General Terms & Conditions of this Tender and SLA being accepted by our partner M/s. (Bidder) with BSNL. We further agree to provision the required critical spares/components at the designated sites of BSNL for meeting the uptime commitment.
7. In case of any change in our arrangement or terms of agreement with our partner M/s (Bidder) for providing product support, we agree to maintain the level of support as desired by BSNL and as committed by our partner under the abovementioned Bid, without any financial liability to BSNL.
8. We hereby agree to provide to BSNL required assistance, consultancy and services beyond the defined scope of work to resolve issues under critical and unforeseen situations.
9. We hereby confirm our commitment towards providing the necessary support and assistance in case of any problems / issues arising due to integration of our component/ product(s) with any other component(s)/product(s) under the purview of the overall solution.
10. We hereby confirm that this undertaking is made in good faith and the aforesaid declarations are binding on us for the entire term of contract under the aforementioned Tender.

Thanking you,  
Yours faithfully  
(Signature)  
For and on behalf of: <OEM>Authorised Signatory

Name:

Designation:

Seal:

Date and Location:

## 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 any best three (3) out of the last five (5) audited financial years (Rs in Cr)	2019-20	2020-21	2021-22	2022-23	2023-24
6.	Net worth for the year 2023-24 (Rs in Crs)					
7.	GST Registration number					
8.	PAN Number					
9.	CIN Number, if applicable					
10.	Number of technical manpower in company's rolls					

(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

Sl. No	Information Required	Details
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 of the project	
6	Actual Completion Date	
7	Role of bidder	
8	Brief Description of the project	
9	Completion Date	

(Signature and Stamp of the Bidder)

**PRE-CONTRACT INTEGRITY PACT**

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

EOI No.....

This Integrity Pact is made 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 personal is not legally entitled to.
- b. The Principal will, during the EOI process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the EOI process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/ additional information through which the bidder(s) could obtain an advantage in relation to the EOI process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons. If the principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Actor if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

#### SECTION 2 – COMMITMENTS OF THE BIDDER / CONTRACTOR

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

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



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

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

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

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

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

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

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

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

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

#### SECTION 4 – PREVIOUS TRANSGRESSION

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

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

#### SECTION 5 – COMPENSATION FOR DAMAGE

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

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

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

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

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

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

## SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

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

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

#### **IEM - I**

Shri Atul Jindal, IFS (Retd.):  
3/10 Vishesh Khand, Opp. Little Friend School, Gomti Nagar,  
Lucknow-226010 (UP)

#### **IEM - II**

Shri Benny John, IRS (Retd.):  
Villa No. 36, Kent Plum Villas, Fort Valley Township, Athani,  
Kakkanad, Ernakulam, Kerala – 682 030.

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 extant law in force relating to any civil or criminal proceedings.

#### SECTION 11 – PACT DURATION

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

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

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

#### SECTION 12 - OTHER PROVISIONS

12.1 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate office of the Principal at Bengaluru.

12.2 Changes and supplements as well as termination notices need to be made in writing by both the parties. Side agreements have not been made.

12.3 If the Bidder(s)/Contractor(s) or a partnership, the pact must be signed by all consortium members and partners.

12.4 Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

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

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

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

.....

.....

Name Designation

Name Designation

Witness

1. ....

1. ....

2. ....

2. ....

## Format for essential information for applying to NSCS (Trusted Telecom Portal)

1	Project Name	:			
2	Type of Project	:	1. New Roll Out 2. Expansion 3. Upgrade		
3	Are your procurements from India registered vendor only for this project?	:	<input type="radio"/> Yes <input type="radio"/> No		
4	Do you intend to procure from Non India registered vendor for this project?	:	<input type="radio"/> Yes <input type="radio"/> No		
5	Remarks on the Project Criticality, if any,				
6	Details of Equipment:				
	Asset (one to be selected)	Equipment Name	Company Name/Vend or	Product Name	Model Name
	a) Access b) Customer Premises c) Support System d) Transport e) Core		Name of Contact person:  E-mail ID:  Mobile No.		

## Consortium Agreement(Joint Bidding Agreement)

*(To be executed on Stamp paper of appropriate value)*

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

### **AMONGST**

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

### **AND**

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

### **AND**

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

### **WHEREAS,**

(A)ITI Limited having its corporate office at Registered & Corporate Office, Doorvani Nagar represented by it's CMD (hereinafter referred to as the “**ITI**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the **Bids**) by its EOI Ref..... dated & BSNL Request for Proposal No. .... dated ..... (the “**RFP**”) for selection of NOC PIA for Designing, Planning, Supply, Installation, Configuration, Customisation, Integration, Testing, Commissioning and O&M

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

**NOW IT IS HEREBY AGREED as follows:**

### **1. Definitions and Interpretations**

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

### **2. Consortium**

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



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

### **3. Covenants**

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

### **4. Role of the Parties**

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

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

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

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

### **5. Joint and Several Liability**

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

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

### **6. Representation of the Parties**

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

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

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

i. require any consent or approval not already obtained;

ii. violate any Applicable Law presently in effect and having applicability to it;

iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

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

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

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

**8. Termination**

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

**9. Miscellaneous**

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

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

IN WITNESS WHEREOF  
THE PARTIES ABOVE  
NAMED HAVE EXECUTED  
AND DELIVERED THIS  
AGREEMENT AS OF THE  
DATE FIRST ABOVE  
WRITTEN. SIGNED,  
SEALED AND DELIVERED  
For and on behalf of  
LEAD MEMBER by:  
(Signature)

SIGNED, SEALED AND  
DELIVERED  
  
SECOND PART  
(Signature)

SIGNED, SEALED AND  
DELIVERED  
  
THIRD PART  
(Signature)

(Name)  
(Designation)  
(Address)

(Name)  
(Designation)  
(Address)

(Name)  
(Designation)  
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of

(i) The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

(ii) Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

**Authorisation Certificate from OEM**

The Bidder should submit valid letter (MAF) with undertaking from the OEM of the vendors whose product is being quoted by the bidder, as per format given below:

To

.....,  
.....,  
.....

Subject: Manufacturer Authorizations Letter for NIT No. ....

Sir,

We, <OEM Name> having our registered office at <OEM address>, hereinafter referred to as OEM are an established manufacturer of the following items quoted by <Bidder Name> having their registered office at <Bidder address>, hereinafter referred to as Bidder:

<name of items>...  
.....

We <OEM Name> authorize <Bidder's name> to quote our product for above mentioned tender as our Authorised Indian Agent.

We confirm that we have understood the delivery & installation timelines defined in the tender. We confirm that we have worked out all necessary logistics and pricing agreement with <bidder>, and there won't be any delay in delivery, installation and support from our side. Our full support as per pre-purchased support contract is extended/ applicable in all respects for supply, warranty and maintenance of our products. We also ensure to provide the required spares and service support as pre-purchased for the supplied equipment for a period of 10 years (includes 1 year implementation) from date of supply of the equipment as per tender terms. In case, the PMA (BSNL on behalf USOF/ DoT) requires to extend the period of contract with NOC PIA beyond 10 years, we, as OEM, also undertake to provide support for this extended period also.

In case of any difficulties logging complaint at bidder end, user shall have option to log complaint at our call support centre.

In case NOC PIA is unable to fulfil the obligations given under this tender, OEM shall be responsible to complete its obligations towards project with any other NOC PIA appointed by the purchaser.

In case it is required to change authorised agent of OEM, the OEM shall ensure that the alternate authorised Agent in this case shall abide by all the terms & conditions laid down under the tender/ Contract with the bidder for the quoted OEM products.

In case of NOC PIA exit from the Project for any reason, including but not limited to default, insolvency, termination of Agreement with the purchaser, or other circumstances resulting in the inability of NOC PIA to fulfil its obligations under the Agreement, OEM shall be obligated to continue providing the services to purchaser in accordance with the terms and conditions outlined in the agreement between OEM and sole bidder/ lead member or consortium partner including commercials.

We also agree that in case of any default by us in meeting out the obligations as mentioned above, BSNL may debar us for a period up to 3 years.

If any product is declared end of sale, we shall proactively ensure that a suitable equivalent or higher roll over product is offered through the existing NOC PIA to BSNL for due approval, contract and order executions thereafter.

We understand that any false information/ commitment provided here may result in <OEM's Name> getting blacklisted/debarred from doing business with BSNL.

We <OEM Name>, hereby provide this undertaking with regard to the submission of the Agreement executed between <Name of NOC PIA> and <OEM Company Name> during the submission of our Bid for <Project Name>

Thanking You

For <OEM/ Manufacturer name>

< (Authorised Signatory)>

Name:

Designation:

Contact Details:

Seal of the Company

NOTE:

1. The letter should be submitted on the letter head of the manufacturer / OEM and should be signed by the authorised signatory.
2. Any deviation would lead to summarily rejection of bids

**Bank Guarantee**  
**(To be typed on Rs.100/- non-judicial stamp paper)**

To,  
ITI Limited,  
Dooravaninagar,  
Bangalore-560016.

Sub: Bank guarantee.

Whereas ..... (Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of Rs. ..../- (Rupees ..... Only) (hereafter known as the “B. G. Amount”) valid up to ..... (hereafter known as the “Validity date”) in favour of ITI Limited, Bangalore (Hereafter referred to as ITI) for participation in the tender of work of ..... Now at the request of the Bidder, We..... Bank .....Branch having ..... (Address) and Regd.office address as ..... (Hereinafter called ‘the Bank’) agrees to give this guarantee as hereinafter contained:

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the ITI stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the ITI by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the ITI in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the “B.G. Amount”.

3. We undertake to pay to the ITI any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment

4. We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the ITI under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till ITI certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or

before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We the Bank further agree with the ITI that the ITI shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the ITI against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the ITI or any indulgence by the ITI to the said bidder(s) 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.

6. Notwithstanding anything herein contained; (a) The liability of the Bank under this guarantee is restricted to the "B. G. Amount" and it will remain in force up to its Validity date specified above. (b) The guarantee shall stand completely discharged and all rights of the ITI under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

7. In case ITI demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "ITI Limited, Bangalore" payable at Bangalore.

1. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not Rs. ..../- (Rupees ..... Only)
2. This Bank Guarantee shall be valid up to .....
3. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before ..... (date of expiry of guarantee)

Place: .....

Date: .....

(Signature of the Bank Officer)

Rubber stamp of the bank Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

Telephone Numbers.

Fax numbers