

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	23-07-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	23-07-2026 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Communications
विभाग का नाम/Department Name	Department Of Telecommunications (dot)
संगठन का नाम/Organisation Name	Iti Limited
कार्यालय का नाम/Office Name	Raebareli
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :buyer9.il.up@gembuyer.in Buyer Email id: buycon46.il.up@gembuyer.in
कुल मात्रा/Total Quantity	3000
वस्तु श्रेणी /Item Category	All Dielectric Self-Supporting (ADSS) Optical Fibre Cable As per TEC Specification (V2) (Q3)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	1000 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	1000 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Annual Turnover *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
विगत प्रदर्शन /Past Performance	30 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
अनुमानित बिड मूल्य / Estimated Bid Value	309300000
Payment Timelines	Payments shall be made to the Seller within 45 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	Bank Of Baroda
ईपीबीजी प्रतिशत (%) / ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) / Duration of ePBG required (Months).	32

(a). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

DGM-PPM&HR

RAEBARELI, Department of Telecommunications (DOT), ITI Limited, Ministry of Communications
(Iti Limited)

UIN Number NCTGC2415P

विभाजन/Splitting

विभाजन/Splitting Applied	Yes
बोलीदाताओं की अधिकतम संख्या, जिनके बीच ऑर्डर विभाजित किया जा सकता है। / Maximum No. Of Bidders Amongst Which Order May Be Split	2
विभाजन मानदंड इस बात पर आधारित है कि कौन सी क्वांटिटी को वितरित किया जाएगा / Split Criteria based on which quantity will be distributed	60:40

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में है / Purchase Preference to MII sellers available upto price within $L1+X\%$	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50

सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	25

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

6. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

7. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

8. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017 and its subsequent Orders/Notifications issued by concerned Ministry .Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

9. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

10. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

11. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 30% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

12. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

All Dielectric Self-Supporting (ADSS) Optical Fibre Cable As Per TEC Specification (V2) (3000 kilometer)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

* जेम कैटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Construction	Type of Cable	Type A-I (Semi Dry Core Cable) without Ice Loading
	Number of Fibres in a Cable	12.0, 24.0, 48.0, 96.0
	Cable Diameter	14.0 ± 0.5 mm, 14.5 ± 0.5 mm, 16.0 ± 0.5 mm

Additional Specification Parameters - All Dielectric Self-Supporting (ADSS) Optical Fibre Cable As Per TEC Specification (V2) (3000 kilometer)

Specification Parameter Name	Bid Requirement (Allowed Values)
24F OFC - ADSS Type A-I (without ice loading) – Compliance to TEC GR 85190:2022 with latest amendments if any	24F OFC - ADSS Type A-I (without ice loading) –Compliance to TEC GR 85190:2022 with latest amendments if any

* Bidders offering must also comply with the additional specification parameters mentioned above.

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

Applicable Specification Document	View
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परिषेती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Pushp Raj	229010,ITI LTD, Sultanpur Road, Raebareli	3000	60

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.

10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and
- All operative provisions of the erstwhile Labour Laws until their complete substitution.

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions](#)

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---





Bid Document for Supply of OFC for Bharatnet Project on Rate Contract Basis

TENDER ENQUIRY / BID ON LIMITED BASIS THROUGH GEM PORTAL

Eligible Bidder: Only Original Equipment Manufacturers (OEMs) of Optical Fiber Cables (OFCs) are eligible to participate. The acceptable makes are **HFCL, West Coast Opticable, and Finolex.**

TENDER NO- AS per GeM
DUE DATE: 15 Days from the date of uploading tender.

DGM (PPM,MKTG & HR)
ITI LIMITED
(A Government of India Undertaking)
Sultanpur Road, RAE BARELI-229010 (U.P)

Visit us at [https://tenders.itild.in/& https://gem.gov.in/](https://tenders.itild.in/&https://gem.gov.in/)

1. INTRODUCTION

ITI Limited (ITI), a Public Sector Undertaking under the Department of Telecommunications, Ministry of Communications, is a leading Telecom equipment manufacturer and turnkey solution provider in ICT and Telecom Domain in India. ITI is having state of the art, latest electronic manufacturing infrastructure in its plants situated at Bengaluru, Palakkad, Rae Bareli, Mankapur and Naini. It has pan India presence through its Marketing, Services & Project offices(MSP).

The major customers are Government/ Defence/ Paramilitary forces/Railways/PSUs like BSNL, MTNL/Private Corporates.

More information can be viewed on www.itilttd.in

ITI has submitted its bid in Bharat Net Phase III project for Development (Creation, Upgradation and Operation & Maintenance) of Middle mile network of BharatNet on Design Build Operate and Maintain (DBOM) Model.

In this regard, proposals are invited **through the GeM Portal (2 bid system)** only from the ITI MAF Partners for supply of OFCs (Optical Fiber Cables) on Rate Contract Basis. The bidders must be having necessary TSEC certifications as per TEC GR Standards required for respective OFC, with latest amendments if any.

2. PREAMBLE

It states the objective of the procurements in the Company & brief description of the work expected from the successful bidder.

3. IMPORTANT DATES

S.No.	Activity	Schedule
i	Bid Issue Date	As Per GeM
ii	Due Date & Time for Submission of Proposal through Tender Wizard	As Per GeM
iii	Date & Time of opening of Proposals	As Per GeM

4. PURPOSE

ITI intends to supply OFCs to Arunachal Pradesh, Manipur and Nagaland - ABP NE-II Project Telecom Circles for Bharatnet phase – III project under package – 15 to meet existing order requirements on Rate Contract Basis.

For Generic Technical Specification refer to **Annexure-IV**,

5. SCOPE OF WORK

5.1. Supply of Items –

S1.	Item Description	Total Qty in NER-II (Package-15)
1	24F OFC - ADSS Type A-I (without ice loading) – Compliance to TEC GR 85190:2022 with latest amendments if any	3000 Km

5.2. Validity of offer : 180 days

5.3. The quantities mentioned are tentative only and it may increase or decrease as per our requirement.

5.4. Delivery Location –

Package	State Name	Office	Ware House Address
15	Nagaland	Dimapur	GM ABP NE-II, ITI Ltd., NSU, Near Hungama Factory and Chakesang Baptist Church, Naharbari, Purana Bazaar, Dimapur- 797116, Nagaland.
	Manipur	Imphal	AGM ABP NE-II, ITI Ltd., NSU, Malom Makha Leikai , Chingphu Road near YDC Club Ground , Imphal-West , Manipur-795140
	Arunachal Pradesh	Itanagar	AGM ABP NE-II, ITI Ltd., NSU, SDOT Building , BSNL office C Sector , ITANAGAR - 791111. Arunachal Pradesh.

5.5. The items shall be delivered by the party in the staggered manner at Nagaland, Manipur and Arunachal Pradesh Circles as per Purchase order issued from time to time based on the LOI / Contract. However Quantity and delivery schedule may change as per input received from Project

5.6. Rates should be quoted FOR destination and it should be uniform for the entire destination covered under this packages.

5.7. The delivery address may be changed at the time of supply of the cable and same will be confirmed by ITI Limited Raebareli plant to the suppliers

5.8. The rate contract shall be valid for a period of two years / till completion of supply of items from date of issue of letter of intent / contract.

- 5.9. The rate quoted by the Tenderer should be firm, adequate and no escalation on any account whatsoever shall be paid for this work/Supply.
- 5.10. L-1 bidder for each cable in individual package will be considered for ordering. ITI will notify the successful bidder & issue the letter of intent / contract in writing by registered letter / e -mail to be confirmed that their tender has been accepted.
- 5.11. Delivery schedule of the material should be as per Purchase order issued from time to time based on the LOI / Contract. The supply shall commence from August 2026 and may be completed by 30 September 2026. However, the actual delivery schedule shall be subject to the requirements of the Project.
- 5.12. Loading & Unloading of the material at factory premises and at destination shall be in the scope of supplier only.
- 5.13. BSNL QA Inspection, Testing & Clearance will be in the scope of supplier only. However all the testing & Inspection charges shall be borne by ITI. All the items must comply specified GRs / Tender requirements against Bharatnet Ph-III Tender No. MM/BNO&M/BN-III/T-791/2024 issued on 15.02.2024 along with all amendments & Corrigendum.
- 5.14. Warranty – Two (02) years from date of Installation & Commissioning or Two and half (2.5) years from date of supply whichever is earlier.
- 5.15. Payments Terms – 100% by LC with 180 days uance period from the date of delivery of the items at designated stores. Separate LC will be established for each lot of supply. **NO OTHER PAYMENT TERM WILL BE ACCEPTED.**
- 5.16. Party shall raise the invoices in the name of ITI Raebareli and material shall be shipped to the consignee provided by ITI limited Raebareli.
- 5.17. Supplier shall be OEM's only i.e Make of OFCs – HFCL/ WEST COAST OPTICABLE/ FINOLEX.
- 5.18. PBG @5% of the PO value (inclusive of all taxes) shall be submitted by the party for the entire warranty period. BG shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier including warranty obligation.
- 5.19. Signed copy of the NIT document and its Enclosure as a token of acceptance of NIT and its terms and conditions. No deviation Certificate as per Annexure-X shall be submitted along with Technical Bid.
- 5.20. Conditional bid and bids with additional clauses shall be rejected.
- 5.21. Make of OFCs – HFCL / West Coast Opticable / Finolex

5.22. The package-wise quantities under NER-II and the respective cable model numbers of each MAF partner are as follows:

Sl	Type of OFC	Total Qty (Kms)	MAF Partner- NER- II					
			Name	Model no.	Name	Model no. - HFCL	Name	Model no.
1	24F OFC - ADSS Type A-I (without ice loading)	3000	West Coast Opticable Ltd	WCOCL/24FADSS/TYPE-A I	HFCL	HFCL LTD /24F/ADSS/TY PE A-I/OFC	FINOLEX	24ADS2

5.23. Pre-Contract Integrity Pact as per **Annexure – II** shall be signed and submitted by the party along with technical bid.

5.24. LD Clause: Penalty / Liquidated Damages (LD) for Delay Time is the essence of the contract. Materials/Works or services against any order arising from this tender must be delivered strictly as per the delivery schedule specified in the Purchase Order (PO). If the supplier fails to deliver the material/service or part thereof as per the original or revised (approved) delivery schedule, ITI Limited shall be entitled to recover Liquidated Damages (LD) at the rate of 0.5% of the contract value per week of delay subject to Maximum of 10 % or as per the end customer PO/tender clause whichever is higher. The bidder shall provide clause-by-clause compliance along with the technical bid.

5.25. The Quoted product (with make and models) of the bidder must meet the Technical Specifications as per the GR standard given at **Annexure-IV**.

5.26. The Financial Proposal shall be opened only for technically qualified proposals only.

5.27. The Bid will be RA (Reverse auction) enabled. Also the order will be split between L-1 and L-2 in a ratio of 60: 40 at L-1 rates. If L2 does not agree at L1 rates, L3 shall be asked for L1 price acceptance and if L2 & L3 both does not agree at L1 rate than complete order shall be placed to L1.

5.28. The Financial Bid shall be submitted as per the format and provisions available on the GeM Portal.

5.29. Unsolicited bids shall be rejected.

5.30. DOCUMENTS / INFORMATION TO BE UPLOADED

	Check list of documents/information to be submitted
i.	The profile of the bidder as per Annexure-I and Certificate of Incorporation of the company.
ii	Clause by Clause Compliance to be submitted along with the Technical bid
iii.	A Pre-Contract Integrity Pact as per the format given in Annexure-II .
iv.	A Bid Security declaration in lieu of the Earnest Money Deposit (EMD) as per format given in Annexure-III .
v	Technical Specification Annexure-IV
vi	The Financial Bid shall be submitted as per the format and provisions available on the GeM Portal.
vii	Type Approval Certificate given by Telecom Engineering Centre (TEC)/ TSEC issued by the Quality Assurance Circle of BSNL or proof of having applied for TAC/ TSEC(Copy of Form-B/ Form QF-103 be attached) (if applicable)mentioned in Annexure-IV . However, the bidder has to get the TSEC/ TAC before supply of the product(s).
viii.	Technical literature/Brochures of the products.

5.31. SUBMISSION OF PROPOSAL

The proposals shall be uploaded on GeM on or before the due date and time specified in the RFP. The relevant URLs for submission and detailed information are as follows:

- GeM Portal: <https://gem.gov.in/>
- ITI Tender Portal: <http://tenders.itilttd.in>

Bidders are advised to refer to the RFP document for detailed information, terms and conditions, and the procedure for submission of bids.

6. TAXES & DUTIES

6.1 GOODS & SERVICE TAX (GST / IGST)

Without prejudice to stipulation in General Conditions of Contract, the quoted price shall be exclusive of Goods and Service Tax. The GST as legally leviable & payable by the Bidder / Supplier under the provisions of applicable law/ act shall be paid extra by the Company as per the Bidder/Supplier's bill. Bid

without GST number shall be rejected for Indian Bidders/ authorized Indian agent. At present GST-TDS is applicable. Deduction of GST-TDS at source would be enforced from the running bills at the rates prescribed. The GST (i.e. SGST, CGST, UGST, IGST) amount shall be shown separately in invoice and also submit proper Tax Invoice as per section 31 of CGST Act, and Rule 46 of CGST Rules, 2017 to get Input Tax Credit by the Company. Bidder / Supplier shall raise their tax invoice as per contract condition and uploaded their supply invoice in GSTN Portal through GSTR return. Mismatch in return of the Company due to any reason attributable to Bidder / Supplier, the same shall be recovered from Supplier's bill.

6.2 NEW TAXES & LEVIES

In case Government imposes any new levy / tax after award of the work during the tenure of the contract, the Company shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of the Company that such new levy/tax is applicable to this contract.

Annexure-I**Bidder's 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	Date of Incorporation	
4	GST Registration number	
5	PAN Number	
6	CIN Number, if applicable	

Annexure-II**PRE-CONTRACT INTEGRITY PACT**

(To be executed on plain paper and submitted along with Technical Bid)

To be signed by the bidder and same signatory Competent/ Authorized to sign the relevant contract on behalf of the ITI Ltd).

Tender No.....

This Integrity Pact is made onday of2025

BETWEEN:

ITI Limited, Raebareli, UP – 229010 having its Registered & corporate office at ITI Bhavan, Dooravaninagar, Bangalore – 560016 India, and established under the Ministry of Communications & IT, Government of India (hereinafter called the Principal), which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman & Managing Director, Directors, Officers or any of them specified by the Chairman & Managing Director in this behalf and shall include its successors and assigns) ON THE ONE PART

AND:

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

Preamble

WHEREAS the Principal intends to award, under laid down organizational procedures, tender/contract for..... (name of the Stores / equipments / items). The Principal, values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness/ transparency in its relations with its bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal has appointed an Independent External Monitor (IEM), who will monitor the tender 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 Tender 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 tender 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 tender process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the tender 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 tender 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 tender 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 tender 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 tender process or during the execution of the contract.

- b. The bidder(s)/contractor(s) will not enter with other bidder(s)/contractor(s) 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)/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 TENDER PROCESS & EXCLUSION FROM FUTURE CONTRACTS

If the bidder(s)/Contractor(s), during tender 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 tender 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 tender/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of transgression, the position of the transgressor within the company hierarchy of the bidder(s)/Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.

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

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

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

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

Subject to full satisfaction of the Principal, the exclusion of the bidder(s)/Contractor(s) could be revoked by the Principal if the bidder(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 tender process.

4.2 If the bidder(s)/ Contractor(s) make incorrect statement on this subject, he can be disqualified from the tender 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 tender process prior to the award of contract according to Section 3 the Principal is entitled to forfeit the Earnest Money Deposit/Bid Security/ or demand and recover the damages equitant to Earnest Money Deposit/Bid Security apart from any other legal that may have accrued to the Principal.

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

SECTION 6 – EQUAL TREATEMENT OF ALL BIDDERS /CONTRACTORS

6.1 The Principal will enter into Integrity Pact on all identical terms with all bidder(s)/contractor(s) for identical cases.

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

6.3 The Principal will disqualify from the tender process all bidder(s)/contractor(s) who do not sign this Integrity Pact or violate its provisions.

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

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

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

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

Details of IEM appointed by 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 Plam Villas, Fort Valley Township, Athani, Kakkanad, Ernakulam, Kerala 682 030.

Any changes to the same as required/desired by statutory authorities is applicable.

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

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

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the bidder(s)/Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding

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

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

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

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

SECTION 9 - FACILITATION OF INVESTIGATION

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

SECTION 10 - LAW AND JURISDICTION

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

10.2 The actions stipulated in this Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.

SECTION 11 – PACT DURATION

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

If the bidder(s)/Contractor(s) are 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.

12.5 Any disputes/ differences 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.

12.6 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 and date first done mentioned in the presence of the witnesses:

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

.....

.....

Name Designation.

Name Designation.

Witness:

- 1.
- 2.

- 1.
- 2.

ANNEXURE-III

Bid Security Declaration

Dated:

To
The ITI LIMITED
Raebareli Unit
UP- 229010

Sir,

Subject: Tender No: ITI/RBL/B-Net/OFC/01 dt: __/__/2025 for theSupply of OFCs (Optical Fiber Cables) for Bharatnet Project on Rate Contract Basis

We, the undersigned, declare that:

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

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

[Insert complete name of bidder]

Dated on__day of____[insert date of signing] Corporate Seal (where appropriate)

Annexure-IV

Technical Specifications for different type of Optical Fiber Cables

- 1) For 24F OFC - ADSS Type A-I (without Ice Loading) - Compliance to TEC GR 85190:2022 with latest amendments if any.
- 2) Party shall submit the valid TSEC Certificate along with the technical bid.
- 3) Party shall ensure the validity of the TSEC till completion of the supply.
- 4) All the raw materials shall be used as per the sources mentioned in the TSEC Certificate only.

Annexure-V

PERFORMANCE BANK GUARANTEE PROFORMA

1. As agreed under the relevant terms and conditions of Letter of Intent / Purchase Order Ref..... Dated between M/s ITI Ltd., (with address) (hereinafter called the Purchaser) and M/s..... (herein after called the Supplier) for supply of(herein after called the said Purchase Order), the supplier hereby agrees to furnish a Security Deposit against supply performances by way of an irrevocable Bank Guarantee for Rs.....(Rupees.....only). We..... [Indicate the name of Bank] (Herein after referred to as` THE BANK') at the request of the supplier do hereby undertake to pay to the purchaser, an amount not exceeding Rs.....(Rupees.....only) against any loss or damage caused to or suffered or would be caused to or suffered by the Purchaser, by reasons of breach by the said Supplier of any of the terms or conditions contained in the said Letter of Intent.
2. We.[Indicate the name of the Bank] do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the purchaser, by reason of breach by the said Supplier of any of the terms or conditions contained in the said Letter of Intent or by reason of the Supplier's failure to perform the said Letter of Intent. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee shall be restricted to an amount not exceeding Rs.....(Rupeesonly).
3. The Bank further agrees that the Purchaser shall be the sole judge as to whether the said supplier has committed any breach or breaches of any of the terms and conditions of the contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Purchaser on account thereof, and the decision of the Purchaser that the said Supplier has committed such breach or breaches and as to the amount or amounts of loss, damage costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Purchaser from time to time shall be conclusive, final and binding on the Bank.
4. We undertake to pay to the Purchaser, any money so demanded notwithstanding any dispute or disputes raised by the Supplier in any suit or proceedings pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
5. It shall not be necessary for the Purchaser to proceed against the Supplier before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security, which the Purchaser may have obtained or obtains from the Supplier.
6. We.....[Indicate the name of Bank] further agree with the Purchaser, that the Purchaser shall have the fullest liberty without our consent and without

effecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Letter of Intent or to extend time of performance by the said Supplier from time to time or to postpone for any time of from to time any of the powers exercisable by the Purchaser against the said Supplier and to forbear or enforce any of the terms and conditions relating to the said Letter of Intent and we shall not be relieved from our liability by reasons of any such variation, or extension being granted to said Supplier or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser, to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier.

8. We [Indicate the name of Bank] undertake not to revoke this Guarantee during its currency except with the previous written consent of the Purchaser, in writing.

9. Notwithstanding anything contained in the foregoing clauses, our liability under this guarantee is restricted to Rs. _____ (Amount in words also) and our guarantee shall remain in force until(expiry of warranty period). Unless a demand is made against us to enforce a claim under this guarantee within twelve months from the date of expiry of PBG, all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liability hereunder.

For..... [Indicate the name of Bank]

DATE:

PLACE:

Annexure-VI

UNDERTAKING FOR NOT BLACKLISTING

(Non-Blacklisting declaration)

To:
ITI Ltd,
XXXXXXXXXX

Subject: Non-Blacklisting declaration in connection with participation in RFP
No: for

Dear Sir,
This is to notify you that our Firm/Company/Organization intends to submit a
proposal in response to invitation for RFP No: for
providing.....

In accordance with the above we declare that:

- a. We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment.
- b. We are not blacklisted by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities.

Sincerely,
Name
Title
Signature



Annexure-VII

UNDERTAKING FOR NO RELATIVES IN ITI

To:
ITI Ltd,
XXXXXXX

Subject: No relatives working in ITI declaration in connection with participation in RFP No:..... for

Dear Sir,
We are participating in the tender reference No.....
dated.....for.....
We hereby declare that that none of our relatives are working in M/s. ITI Limited.

Sincerely, [BIDDERS NAME]
Name Title Signature

Annexure-VIII

NON-DISCLOSURE AGREEMENT (NDA)

This Non- Disclosure Agreement (the "Agreement") is made on this Date day of Month Year by and between XXX, a Company incorporated under the Companies Act, 1956, having its Office at ----- (hereinafter referred to as "XXX", which expression unless the context otherwise means, shall mean and include its successors, affiliates, administrators and assigns) as the party of the FIRST PART.

AND

ITI Ltd., a Company incorporated under the Companies Act, 1956/2013 having its registered office at ITI Bhavan, Dooravaninagar Bengaluru 560016 (hereinafter referred to as ITI, which expression shall, unless the context otherwise requires, mean and include its successors, affiliates, administrators, assigns, or by any other name by which it may be incorporated) as the party of the SECOND PART.

Both XXX and ITI hereinafter be individually referred to as "Party" and collectively referred to as "Parties".

WHEREAS:

A. The Parties intend to engage in discussions in order to evaluate entering into a potential business relationship ("Purpose" or "Proposed Transaction");

B. It is anticipated that each Party may disclose or deliver (such Party, the "Discloser") to the other Party (such Party, the "Recipient"), certain confidential or proprietary information for the Purpose as set forth above;

C. The Parties intend to safeguard and protect the Confidential Information (defined below) from being disclosed to any third parties or being used for any purpose other than the Purpose as mentioned herein above.

Now therefore in consideration of the mutual covenants and for other valuable consideration, the Parties agree as follows:

1. Definitions

"Confidential Information" shall mean any non-public business, commercial or technical information and data of a Party or that of its clients, including but not limited to information relating to any past, present or future business methods, technical systems, research and development projects, services, clients, liabilities, litigations, know-how and any information in respect of which the Discloser owes an obligation of confidentiality to any third party, whether disclosed in writing, orally, electronically or otherwise, by the Discloser or any other party on behalf of the Discloser. Any documents, copies or abstracts, or any modules, samples, prototypes or parts, which reflect or are generated from the foregoing information or data, will also be deemed as Confidential Information.

“Applicable Law” means all acts, rules, laws, legislations, statutes, orders, regulations, ordinances, decrees, rulings, policies, administrative guidelines, codes, instructions, judgments, court orders, treaties, bye-laws, notifications or any directives of any government or judicial authority in India. Applicable Law includes all amendments to and judicial interpretations of the foregoing.

“Authorised Recipients” means those persons who need to know or have access to the Confidential Information in the course of their professional duties, for the purposes of evaluating, negotiating or advising upon the Proposed Transaction, and include the Recipient's senior executives, professional advisers, agents and representatives.

“Affiliates” means, in relation to any Party, a person or entity that controls, is controlled by, or is under common control with such Party; for the purposes of this definition, control means (a) the ownership, directly or indirectly, of a majority of the voting securities of that Party, or (b) the power to direct the management or policies of that Party, whether by operation of law, contract or otherwise.

2. Manner of Disclosure

2.1 The Recipient acknowledges that the Discloser’s Confidential Information is received under a duty of confidentiality to the Discloser. Recipient shall not disclose, copy, reproduce or distribute the Confidential Information or any part of it or otherwise make it available to any person except as permitted under this Agreement.

2.2 All Confidential Information shall be deemed as the Discloser’s trade secrets, unless otherwise designated by the Discloser as non-trade secret Confidential Information. The Recipient shall treat the Discloser’s Confidential Information with the same degree of care as it protects its own Confidential Information and in no case less than a reasonable degree of care. The Recipient shall keep all Confidential Information securely and properly protected against theft, damage, loss and unauthorized disclosure and access (including access by electronic means).

2.3 The Recipient and its Authorised Recipients shall use the Confidential Information solely for the purpose of evaluating and negotiating the Proposed Transaction and not for any other purpose. Under no circumstance shall the Recipient or its Authorised Recipients use any Confidential Information in relation to its own business (other than for the purpose of evaluating and negotiating the Proposed Transaction) or to compete with the Discloser or its Affiliates.

2.4 The Recipient may use or disclose Confidential Information only:

- a) For the purpose of evaluating the Proposed Transaction or as may be necessary for fulfilling its obligations or effectively exercising its rights pursuant to the Proposed Transaction;
- b) To Authorised Recipients, provided that they are bound by the same obligations of

confidentiality as the Recipient under this Agreement;

c) If permitted by the Discloser in writing, prior to the disclosure; or

d) To the extent required by an order of any court or other governmental authority, but only

after the Discloser has been so notified and has had the opportunity, if possible, to obtain

reasonable protection for such information in connection with such order.

2.5 The Recipient shall notify the Discloser immediately upon becoming aware that any of the Information has been disclosed to, or obtained by, a third party otherwise than as permitted under this Agreement.

3. Return of Information

3.1 Upon written request by the Discloser, or upon the termination or expiry of this Agreement (whichever is earlier), the Recipient shall, and shall ensure that its Authorised Recipients, promptly at its/their own cost and expense:

a) return all Confidential Information to the Discloser, without retaining any copies of such Confidential Information; and

b) permanently removes all Confidential Information from any and all computer, word processor, disk, memory stick or other devices containing such Confidential Information, except when the Discloser's prior written permission to retain Confidential Information has been obtained by the Recipient. In such an event, the obligations under this Agreement shall continue to apply to any such Confidential Information retained.

3.2 The provisions of Clause 3.1 above shall not apply to the extent that the Recipient or any Authorised Recipient is required to retain any Confidential Information by any Applicable Law, rule or regulation or by any competent judicial, governmental, supervisory or regulatory body. In such an event, the obligations under this Agreement shall continue to apply to any such Confidential Information retained.

4. Exceptions

The obligations under Clauses 2 and 3 above shall not apply to any Confidential Information, which the Recipient can prove:

4.1 is at the time of disclosure, already in the public domain or is available to the public through no breach of this Agreement by the Recipient, except that Confidential Information shall not be deemed to be in the public domain merely because a part of the Confidential Information is embodied in general disclosures or because individual features, components or combinations thereof are known or become known to the public; or

4.2 is received by the Recipient from a third party free to lawfully disclose such information to Recipient; or

4.3 is independently developed by the Recipient without the benefit of any of the Confidential Information, as evidenced by written documentation.

5. Refusal

Either Party shall have the right to refuse to accept any Confidential Information under this

Agreement prior to any disclosure or nothing herein shall obligate either Party to disclose any particular Confidential Information.

6. No License or Obligation

It is understood that no license or right of use under any patent or patentable right, copyright, trademark or other proprietary right is granted or conveyed by this Agreement. The disclosure of Confidential Information shall not result in any obligation to grant the Recipient any rights therein or to proceed with the Proposed Transaction.

7. No Remuneration, Warranty and Liability

7.1 The Parties are not entitled to any remuneration for disclosure of Confidential Information under this Agreement. No warranties of any kind are given and no liability of any kind shall be assumed by the Discloser with respect to such Confidential Information or any use thereof, nor shall the Discloser indemnify the Recipient against or be liable for any claims by the Recipient, Authorised Recipients or any third party with respect to Discloser's Confidential Information or any use thereof.

7.2 Confidential Information is provided on an "as is" basis. In no event shall the Discloser be liable for the accuracy or completeness of the Confidential Information.

7.3 Any breach of this Agreement by a Party's Affiliate or Authorised Recipient shall constitute a breach of this Agreement by that Party.

8. Termination

The Recipient's obligations under this Agreement as regards Confidential Information that is designated as non-trade secret Confidential Information shall expire on the earlier of (i) completion of 3 years from the last disclosure of Confidential Information under this Agreement or (ii) the execution of definitive binding documentation implementing the Proposed Transaction and containing no less stringent obligations than those contained herein.

9. Non-Solicitation

Neither Party shall, directly or indirectly,

a) hire or appoint any person who is a director, employee, consultant or individual working under a contract with the other Party; or

b) Solicit, encourage or influence or seek to encourage or influence the foregoing persons to leave his/her current employment or to breach the terms of such employment, consultancy or contract, except with the prior consent of the other Party. The obligations under this Clause shall expire at the earlier of

- i) Completion of 6 (six) months from the date of the last interactions between the Parties under this Agreement or
- ii) The execution of definitive binding documentation implementing the Proposed Transaction and containing obligations similar to the obligations contained in this Clause.

10. No Public Disclosure

Neither Party shall make any public statement, announcement or disclosure to third parties concerning the existence of this Agreement or its terms, the business relationship (if any) between the Parties or the Proposed Transaction, without the prior written approval of the other Party.

11. No Assignment

This Agreement shall not be assigned by either Party without the prior written consent of the other Party.

12. Written Form

The provisions of this Agreement may not be modified, amended or waived, except by a written instrument duly executed by the Parties hereto.

13. Severability

If any provision of this Agreement is determined to be invalid, illegal or unenforceable under the Applicable law, the remaining provisions of this Agreement to the extent permitted by law shall remain in full force and effect. To the extent practicable, the offending provision to be replaced with a valid, enforceable, legal provision that reflects the intention of the offending provision.

14. Arbitration & Applicable Law

14.1 If any dispute and/or difference arises out of or in connection with any of the terms of this Agreement shall, the Parties hereto shall endeavor to settle such dispute amicably. The attempt to bring about an amicable settlement shall be considered to have failed if not resolved within 60 (sixty) days from the date of the dispute.

14.2 Failing such amicable resolution, such dispute or difference shall be referred to arbitration by a sole arbitrator appointed by XXX to be conducted as per the Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be Bangalore (India) and the arbitration proceedings shall be carried out in English language. The arbitral award shall be final and binding on Parties.

i. The above clauses on Arbitration shall survive for three (03) years even after the expiry/termination of agreement.

ii. It is expressly understood and agreed by and between parties that ITI is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed between the Parties that the Government of India is not a party to this



agreement and has no liabilities, obligations or rights hereunder. It is hereby expressly understood and agreed that ITI is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable Laws of India and general principles of Contract Law. ITI represents and XXX expressly agrees, acknowledges and understands that ITI is not an agent, representative or delegate of the Government of India. It is further understood and agreed between the Parties that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, XXX hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue the Government of India as to any manner, claim, and cause of action or thing whatsoever arising of or under this agreement.

14.3 Nothing in Agreement shall prevent either Party from applying to a court for provisional or interim measures or injunctive relief as may be necessary to safeguard such Party's Confidential Information or other rights hereunder. For such purpose, appropriate courts in..... shall have exclusive jurisdiction.

IN WITNESS WHEREOF THE AGREEMENT ON THE DATE HEREINABOVE.

For XXX PARTIES AND AT HERETO HAVE EXECUTED THIS THE PLACE FIRST MENTIONED

Name:
For ITI Ltd.

Designation:

Annexure-IX

BID FORM

RFP No.

Dated

To
ITI Limited,

Dear Sir,

1. Having examined the conditions of contract and specifications including addenda Nos. the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply and deliver in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.

2. We undertake, if our Bid is accepted, to commence deliveries as per the schedule given as part of this tender.

3. If our Bid is accepted, we will obtain the performance guarantee from a Scheduled Bank mentioned as mentioned in the RFP.

4. We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

6. Bid submitted by us is properly prepared and submitted in the relevant sections of e- bidding portal as to prevent any subsequent alteration and replacement. Also pricing details / informationis not made available in the technical section of e-bidding portal.

7. We understand that you are not bound to accept the lowest or any bid, you may receive.

8. We understand that the Bid document so submitted is the true copy of ITI tender documents available on ITI website www.itiltd.in. Any deviation will result in the rejection of the bid.

Dated thisday of 20...

Name and Signature -----

In the capacity of

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

.....

Witness:

Address:

Signature



Annexure-X

No Deviation Certificate
(To be filled and submitted by the bidder.)

Date: _____
To,

ITI Ltd.
Raebareli.

Subject: **No Deviation Certificate**

Reference: EOI/RFP reference No:.....
dated XX . 11. 2025

Dear Sir,

We hereby certify that our bid in response to the above-referenced EOI/RFP fully complies with all the terms and conditions, scope of work, and all other stipulations contained in the EOI/RFP document.

We confirm that **there are no deviations** whatsoever from the EOI/RFP requirements and conditions. We understand that any deviation identified at any stage may result in the rejection of our bid or termination of contract if awarded.

We unconditionally accept all the terms and conditions of the tender and agree to abide by them.

Thanking you,
Yours faithfully,

For and on behalf of:

[Name of the Bidder]

Authorized Signatory: _____

Name: _____

Designation: _____

Seal: _____