

**Notice Inviting Expression of Interest for Selection of System Integrator for participating in Tender for MPLS-IP based Access and Aggregation Network**

Ref: CORP/MKTG/MPLS/2026/09

Date: 09-07-2026



**ITI LIMITED**  
**F-100 East Wing**  
**Corporate Marketing,**  
**Dooravaninagar, Bangalore-560016**  
CIN No: L32202KA1950GOI000640

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

## 1. Introduction

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

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

ITI LTD intends to participate in the tender floated by an esteemed customer - “Tender for Supply, installation, testing, commissioning on turnkey basis of various components for induction of MPLS-IP based Access and Aggregation Network in BSNL along with the necessary associated network elements with three years of O&M services during warranty, CRC of 7 years for A5/L3-SWITCH/B5 along with SFPs and Comprehensive AMC of all other network elements including C2 routers of 7 years after successful completion of three years warranty”. This EOI is floated for selection of System Integrator, who can work as total solution provider for participating in the subject RFP, with ITI Limited. ITI Limited is desirous of bidding for this tender, based on the eligibility criteria defined in the customer RFP.

## 2. Important Dates

|                             |  |
|-----------------------------|--|
| Date of EOI Upload          | Date: 09-07-2026   |
| Due Date for EOI Submission | Date: 15-07-2026 12 PM   |
| Due Date of Bid Opening     | Date: 15-07-2026 12.30 PM  |
| ITI LTD Contact Person      | <b>Contact details :</b><br>1. AGM-CM&MSP (SZ)<br>Corporate Marketing,<br>ITI Limited, Dooravaninagar, Bengaluru– 560016<br>email: mmurali_crp@itilttd.co.in<br>Mob: 94825 01476<br>2. GM- CM & O, F-100, Corporate Marketing, ITI Limited,<br>Dooravaninagar, Bengaluru– 560016<br>email: bindums_crp@itilttd.co.in Mob: 8078535507 |
| Mode of submission          | The Bid shall be uploaded in e-procurement site of ITI Limited ( <a href="https://itilimited.ewizard.in/">https://itilimited.ewizard.in/</a> ). For submission of online bid and procedure to be followed, visit <a href="https://itilimited.ewizard.in/">https://itilimited.ewizard.in/</a>   |

### 3. Scope of Work

The scope of work is as follows:

Supply, installation, testing, commissioning on turnkey basis of various components for induction of MPLS-IP based Access and Aggregation Network along with the necessary associated network elements with three years of O&M services during warranty, CRC of 7 years for A5/L3-SWITCH/B5 along with SFPs and Comprehensive AMC of all other network elements including C2 routers of 7 years after successful completion of three years warranty

**Special Note:** ITI LTD may execute/retain any portion of the work mentioned in the end organization tender, where ITI LTD has competence so that overall proposal becomes most winnable proposal.

The relevant project scope, responsibilities and technical specifications will be shared (as hard copy only) on receipt of your willingness to support ITI for this tender, submission of eligibility documents of the EOI (including certificate of incorporation, turnover, networth, previous work experience, not blacklisted undertaking, no land border sharing undertaking) and upon signing of NDA (as per Annexure-VII). Supporting documents as per EOI eligibility conditions and hard copy of signed NDA should be sent to the address mentioned in the EOI before the due date of EOI. Soft copy of signed NDA & eligibility documents should be send through email IDs mentioned in the EOI.

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

### 4. Eligibility Criteria

| 4(i) | Eligibility Criteria of Applicants   | Supporting Documents Required  |
|------|--|--|
| A.   | <ul style="list-style-type: none"><li>i. The Bidder shall be registered &amp; incorporated in India under the Companies Act, 1956 or 2013 as the case may be</li><li>ii. The bidder shall hold valid GST and a PAN card.</li></ul> <ul style="list-style-type: none"><li>• Bidder to be a System Integrator who can arrange the eligible OEM of access &amp; aggregation equipment and other project related components meeting the technical requirements of the customer tender and should be able to provide Manufacturer Authorization Form (MAF). Authorization from the OEMs regarding the same has to be submitted as part of the bid.</li><li>• System Integrator to arrange Consortium/ teaming agreement to be signed with ITI and access &amp; aggregation equipment OEM. The System Integrator should work exclusively with ITI Ltd for the subject tender. Access &amp; aggregation equipment OEM may support with one more System integrator while addressing the customer tender.</li></ul> | <ul style="list-style-type: none"><li>i. Following documents shall be submitted:<ul style="list-style-type: none"><li>a. Copy of Certification of Incorporation , Memorandum of Association (MoA) and Articles of Association (AoA)</li><li>b. Copy of PAN card</li><li>c. Copy of GST Registration</li><li>d. Teaming Agreement with OEM, if applicable</li><li>e. Consortium Agreement with OEM, in case bidder submit as a consortium</li></ul></li></ul> |

| 4(i) | Eligibility Criteria of Applicants  | Supporting Documents Required  |
|------|---|--|
|      | <ul style="list-style-type: none"> <li>• Consortium is allowed between SI and MPLS-TP based access &amp; aggregation equipment OEM. In case Bidder forming a consortium (SI and OEM), Consortium Agreement on Rs.100 Stamp paper to be signed by all members of the Consortium for the subject business opportunity (specifying subject EOI, EOI name &amp; Ref, Consortium member roles &amp; responsibilities of each of the Consortium member) to be submitted along with the bid as per format enclosed in Annexure – X).</li> <li>• For addressing the customer tender, ITI Limited will bid as the lead bidder and the MPLS-TP based access &amp; aggregation equipment OEM to sign a Teaming/consortium Agreement with ITI Limited (Lead bidder) as per customer tender format after the Finalization of Partner and before bid submission to customer tender which will be decided by ITI.</li> </ul> |  |
| B.   | <p><b><u>Turnover</u></b></p> <p>The Bidder (Sole bidder/lead bidder in case of consortium) must have an average annual turnover of minimum INR Rs.105 Cr in any three consecutive financial years i.e. 2022-23, 2023-24, 2024-25 and 2025-26 from the field/ business of IT/ ICT/ ITES/ networking/ Telecommunication.</p> <p>Note: * The minimum average annual turnover of the Bidder may not include the turnover of its parent company/ subsidiary company.</p>  | <p>i Duly certified copies of the Balance sheets/Annual reports along with the turnover certificate from the field/ business of IT/ ICT/ ITES/ networking/ Telecommunication by CA for the concerned 3 FYs are to be submitted as documentary proof.</p> <p>ii Copies of Annual Turnover of the organization from the field/ business of IT/ ICT/ ITES/ networking/ Telecommunication of Audited Annual Accounts duly certified by Chartered Accountant (with UDIN) or A Practicing Chartered Accountant</p> |
| C.   | <p><b><u>Networth</u></b></p> <p>The Bidder should have Positive Net Worth as on 31st March 2025 or 31<sup>st</sup> March 2026</p>  | <p>Positive Net Worth Certificate with UDIN Number as on 31st March 2025 (FY 2024-25) or 31<sup>st</sup> March 2026 (FY 2025-26), issued by the Company's Auditors/ a practicing CA..</p>  |
| D.   | <p><b><u>Previous Work Experience</u></b></p> <p>The OEM's access &amp; aggregation equipment (MPLS-IP based Hardware &amp; Software Solution) should have been deployed in at least 1(one) Telecom Service provider /PSU / Govt department's network anywhere, including outside the country.</p>  | <p>Work Orders and Work Completion Certificates to be attached.</p> <p>Note 1:<br/>(Completion / Phase Completion Certificate / Work Order/ Contract Agreement/Letter of Award shall include the Scope of Work, and value of work that has been executed.</p>  |

| 4(i) | Eligibility Criteria of Applicants   | Supporting Documents Required   |
|------|--|---|
| E    | <p>Bidder should have executed IT System Integration Projects/MPLS IP (Core, Edge, access/Aggregation, BNG routers etc.) nodes Projects (Supply and installation) of total <b>Rs.60 Cr</b> value on cumulative basis in any telecom service provider or Government organization/ PSU, in the last 5 years ( 2021-22, 2022-23, 2023-24, 2024-25 and 2025-26). The relevant experience of Parent Company of SI bidder shall also be taken into consideration for determining the fulfillment of this condition. The references (PO copies and / or Client certificate(s)) should clearly demonstrate the execution (supply and installation) of networks worth <b>Rs. 60 Crores</b> for all the projects executed in last 5 years. In case of experience of equipment deployed outside India, the value of currency in INR as on the date of EOI shall be considered for calculating the value for this purpose.</p> | <p>Work Orders and Work Completion Certificates to be attached.<br/> Note 1:<br/> (Completion / Phase Completion Certificate / Work Order/ Contract Agreement/Letter of Award shall include the Scope of Work, and value of work that has been executed.</p>  |
| F    | <p>In case any bidder is proposing another make of Router as C2 router, that OEM too should have supplied MPLS IP (Core, Edge, Access/ Aggregation, BNG Routers etc.) projects supply for a total of Rs 200 crore value on cumulative basis in any telecom service provider or government organization/PSU in the last 5 years (2021-22, 2022-23, 2023-24, 2024-25 and 2025-26).</p>   | <p>Supporting Documents required –<br/> (i) Copy of Contract / Work Order/ Letter of Award and Completion Certificates from the Client.<br/><br/> For International Project - The bidder must provide supporting documentation that includes the project value in the original currency, the exchange rate applied, and the converted value in INR.</p> |
| G    | <p>Any bidder, their consortium partners, holding an equity stake of 10% or more in any company operating in India that holds authorization for Access Services under a Unified License (Basic and CMTS issued by the Department of Telecommunications (DoT) (i.e., Telecom Service Providers) or vice versa, shall not be eligible to participate.</p>  | <p>A Self-certification regarding the same shall be submitted by the bidder/each member of the consortium.</p>  |
| H    | <p>Bidder, its Parent Company and Consortium partners 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/</p>   | <p>Bidder shall submit a self-declaration regarding the same</p>  |

| 4(i) | Eligibility Criteria of Applicants   | Supporting Documents Required  |
|------|--|--|
|      | <p>Departments as per provision of OM No.F.1/20/2018-PPD by Department of Expenditure (DoE), MoF dated on 2nd Nov 2021 as on Bid submission date. If the bidder(s) or its Parent Company or Consortium partners is/are found to have been blacklisted by any authorities mentioned above at any stage of the tender or during supply, action shall be taken by BSNL as per tender terms and conditions.</p>  |  |
| I    | <p>Bidder /all members of consortium (as defined in MoF order cited below) from a country which shares a land border with India will be eligible to bid in this tender only if the bidder including all consortium members are registered with the competent authority prescribed in accordance to new MoF order issued vide F. No 7/10/2021-PPD (1) dated 23<sup>rd</sup> February 2023 (available on MoF's website). Registration Certificate must be submitted along with the proposal under this tender. However, if the aforesaid MoF order does not apply to the bidder (as defined in MoF order cited above), including any ToT/consortium members (as defined in afore cited order), then a certificate as per <b>Annexure-I Appendix III</b> must be submitted along with bid proposal by the bidder</p>  | <ol style="list-style-type: none"> <li>1. The bidder shall submit an undertaking in this regard as per format provided under <b>Annexure-I Appendix III</b></li> <li>2. Undertaking to arrange the following documents at the time of customer bid submission <ol style="list-style-type: none"> <li>a. No land border sharing undertaking from OEM</li> </ol> </li> </ol>   |
| J    | <p>The Public Procurement (Preference to Make in India) (PPP-MII) guidelines, issued vide No. P-45021/2/2017-PP (B.E.-II)-Part IV (Vol-II) dated 19.07.2024 and DoT Gazette Notification dated 21.10.2024, along with subsequent amendments, if any, shall be applicable to this tender. Preference shall be given to local suppliers as defined in the Public Procurement (Preference to Make in India) Order, 2017, as amended from time to time.</p> <p>The bidder must source notified items mandatorily from Class-I local suppliers. The overall local content of bidder shall be calculated as per Clause 2(e) of the DPIIT PPPMII order, which states: "For contracts involving the supply of multiple items, the weighted average of all items shall be taken while calculating the local content."</p> <p>The bidder shall submit a separate Form-1 for overall local content of the total bid package, along with declaration specifying the local content of individual SOR items. Additionally, the bidder shall submit Form-1 for each SOR item, as issued by the respective OEMs. The declaration relating to the percentage of</p> | <ol style="list-style-type: none"> <li>1. Documents to be submitted at the time of ITI EOI bid submission <ul style="list-style-type: none"> <li>• Undertaking to submit the Form-1 &amp; Auditors certificate as per customer tender requirement, at the time of customer bid submission, need to be submitted along with the EOI bid proposal</li> <li>• Undertaking that the bidder will source notified items to achieve procurement of indigenous hardware/equipment above 50% of the total project cost.</li> </ul> </li> <li>2. <b>At the time of customer tender:</b> <ul style="list-style-type: none"> <li>• The bidder shall submit Form-1(Annexure VIII) for overall local content of the total bid package, along with declaration specifying the local content of individual SOR items, failing which the bid is liable to be rejected.</li> </ul> </li> </ol> |

| 4(i) | Eligibility Criteria of Applicants  | Supporting Documents Required  |
|------|---|--|
|      | <p>local content must be certified by the statutory auditor or cost auditor of the respective OEM or bidder, as applicable. At the time of bidding, the bidder is required to submit only a self declaration regarding the local content of their products without disclosing the details mentioned in points (vi) to (xiii) of Form-I. These details must be maintained by the bidder in accordance with the conditions outlined in the DoT/DPIIT PPP-MII notification/ order, as amended from time to time.</p>   | <p>The declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the bidder is a company and by a practicing cost accountant or a chartered accountant for bidders other than companies.</p> |
| K    | <p>Bidder/consortium partners should not have been black-listed/banned by GST Authorities</p>   | <p>A self-declaration to this effect is to be submitted by bidders.</p>  |
| L    | <p>The Bidder (&amp; its teaming or consortium partner) 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.</p> <p>However, if the bidder(s) is/are found to have been blacklisted by any of the above organization(s) at any stage of the tender or during execution of contract, action(s) shall be taken as per tender terms and conditions.</p> <p>Note 4- If the bidder company is formed with same or part management of another company which has been black-listed/ banned by any of the above organization(s) for the period covering bid submission date, then the credentials of the black-listed/ business banned company shall not be considered towards bidders qualification to meet any of the eligibility criteria.</p> | <p>A self-declaration in this aspect should be submitted with the bid.</p>   |
| M    | <p>Ministry of Communications (Department of Telecommunications) issued Gazette notification dated 21.10.2024 regarding public procurement (preference to Make In India) order 2017 - notification of telecom products, services or works. A Proof of Concept(PoC) is included in this tender to demonstrate the successful (inter)working of the proposed equipment. This PoC shall be part of technical evaluation of all bidder(s) whose bids are techno-commercially responsive.</p> <p>The financial bids will be opened only for those bidders who are deemed techno-commercially responsive and successfully demonstrated PoC.</p>   | <p>Undertaking regarding the acceptance of the same need to be submitted along with the bid proposal</p>   |

| 4(i) | Eligibility Criteria of Applicants   | Supporting Documents Required  |
|------|--|--|
| N    | Bidder to bring eligible OEM who meets the eligibility requirements as per customer tender & eligibility proofs towards the same need to be submitted along with the EOI bid proposal.   | Supporting documents including OEM customer credentials for the OEMs whose deployment experience is asked in the EOI, to be submitted along with bid.<br><br>OEM MAFs may be arranged at the time of customer tender submission and undertaking regarding the same need to be submitted along with the bid Manufacturer Authorization Form (MAF) from OEM/Vendors for each product as per Annexure X |
| O    | The bidder shall supply and install all the telecom equipment from Trusted Sources as per guidelines issued by Department of Telecom, Govt of India  | Bidder shall submit an undertaking to this effect  |
| P    | Bidder shall submit a list of Key technical personnel with the required domain experience.   | Undertaking with Key technical Manpower details to be provided   |
| Q    | Bidder should submit write up on Project Implementation Plan and capability (technical and financial) on how the project will be executed by the bidder. The project implementation plan should include Delivery schedule to be met, Implementation and integration of network elements and applications, Validation and Acceptance Tests (preparation & execution)  | Write-up on Project Implementation Plan and capability (technical and financial) on how the customer EOI/tender implementation will be executed by the bidder to be submitted along with the bid.  |
| R    | The Lead bidder and OEM partners/ SSP/ AP shall submit an irrevocable undertaking duly signed by it and its technology/consortium partner stating that both of them i.e the front bidder and its technology/consortium partner shall be liable for due performance of the contract jointly and severally, failing which both of them shall be liable to be barred from having any business dealing with Customer for a period of 3 years.”   | Undertaking in this regard to be submitted.  |
| S    | A self-certificate with proper contact detail of customers (Details of End User - Firm Name, Contact person, Designation, Telephone Number, Fax, Official mail id etc.) for the experience proof submitted along with PO reference and value of the project. The same should be issued by authorized signatory of bidder.<br><br>ITI LTD reserves the right to verify the correctness of the client certificates (PO Copies/Work orders) and | Self-certificate with proper contact detail of customers to be provided  |

| 4(i) | Eligibility Criteria of Applicants  | Supporting Documents Required |
|------|---|-------------------------------|
|      | any other information submitted by the bidder in his offer. In case of any wrong information submitted by bidder, the bid will be rejected and subsequently the bidder will be blacklisted from doing any business with ITI Limited. The experience details to be filled as per <b>Annexure –IV</b> |                               |

| 4(ii) Checklist of documents/information to be submitted by bidder |   |
|--|---|
| a.   | Supporting documents to be provided as per clause 4(i)  |
| b.   | Quality Certificates (Valid CMMI Level 5, ISO 9000, ISO 27000 Certificates)   |
| c.   | CIN (Corporate Identity Number), if applicable  |
| d.   | 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   |
| e.   | List of Directors / CEO / COO including their name (s) and address(s) Director Identification Number [DIN] of all the Directors. Corporate Identity Number [CIN].   |
| f.   | Undertakings (in Company letter head ) for acceptance of terms and conditions as per Annexure I -Appendix I   |
| g.1  | Undertaking as per Annexure-I all appendix to be submitted along with the bid   |
| g.2  | Annexure-I Appendix II Declaration Letter for Non-Blacklisting/insolvency of the Bidder.  |
| g.3  | Annexure-I Appendix III Undertaking regarding No Land border Sharing & Make in India Status (To be in Bidder's Letter Head)   |
| h  | Annexure-II Bidder's profile  |
| i  | 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.   |
| j  | Annexure IV Work Experience Details – project wise  |
| k  | Annexure-V Integrity Pact   |
| l  | Annexure VI Declaration Of No Relation In ITI   |
| m  | Annexure VII Format of Non-Disclosure Agreement (To be signed and submitted by the Bidder on Rs 100/-Non-Judicial Stamp paper)  |
| n  | Annexure VIII Self-declaration regarding Local Content (LC) for Telecom Product Form I  |
| o  | Annexure IX -Bank Guarantee (To be typed on Rs.100/- non-judicial stamp paper)  |
| p  | Annexure X - Consortium Agreement (On Rs. 100 Non-Judicial Stamp Paper)   |
| q  | In case the participating partner has executed any work/project with/for ITI in last 5 years, a satisfactory certificate signed by at least DGM level/or above officer from ITI to be submitted for such project as a mandatory eligibility criterion for selection in the EOI  |
| r  | In case the end customer requires an AMC followed by the project execution, AMC charges will be quoted by partner as optional item and ITI reserves the right to either award AMC to a partner or float a separate RFP at end of project completion, which will be abide by partner/bidder. Undertaking for compliance of the same to be submitted along with the bid |

|  |  |
|--|--|
|  | All the equipment installed while execution of the project should be TEC approved or have a valid TSEC clearance/certificate of such equipment to be taken before deployment in the customer premises. Undertaking for the same to be submitted along with the bid |
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#### 4(iii). 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       | Selected 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   |            |
| 8       | All commercial terms (proportionate to the scope of work) will be as per the customer Tender/PO.   |            |
| 9       | <b>Earnest Money Deposit (EMD) :</b><br>The Bidder shall furnish EMD of Rs. 2 Cr 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  |            |
| 10      | PBG: The bidder shall have to submit a PBG as per tender requirement within 15 days of issue of APO. PBG shall be released only on submission of AMC PBGs as mentioned in the tender.  |            |
| 11      | <b>Delivery Schedule:</b> <ul style="list-style-type: none"> <li>• Delivery Schedule as per the end customer Tender/ PO on back to back basis (proportionate to the scope of work)</li> <li>• Period of execution shall be in line with the end customer</li> <li>• The project I&amp;C will be considered as completed after obtaining NOC/ Commissioning Certificate from the end customer. Further Warranty/ AMC shall be supported as per end customer.</li> </ul> |            |
| 12      | <b>LD Clause:</b> LD (proportionate to the scope of work) shall be as per ITI LTD Clauses ( <i>@ 0.5% of order value per week or part thereof subject to a maximum of 10% of the undelivered portion/ the order value (if the item(s) cannot be used unless full supply is made) or to cancel the order and purchase the materials from alternative source at the risk and cost of the bidder</i> ) OR as per the end customer PO/tender clause whichever is higher.   |            |

|    |   |  |
|----|---|--|
| 13 | <p><b>Payment Terms:</b></p> <p>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.</p> <p>b. Payment to the partner shall be done after deduction of all</p> <p style="padding-left: 20px;">i. LD/recoveries imposed by end customer (if any) (proportionate to the scope of work), and</p> <p style="padding-left: 20px;">ii. ITI LTD's margin &amp; statutory dues</p> <p>If the partner is in disagreement with the deductions, the partner will have to write to ITI LTD with all the explanation &amp; supporting documents</p> |  |
|----|---|--|

## 5. Financial Bid:

### Name of Bidder:

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

During evaluation bidders with least "D" will be selected

Note: SoR & SoW as per Tender document

- a. During evaluation bidders with least "D" will be considered as L1
- b. The bid having higher value of "B" will be selected in case of tied D
- c. If the bidder is selected, during the final tender submission, the price to be quoted shall not be more than price "A" and the margin offered to ITI shall not be less than "B" and there is provision of ITI project management charges to be included in the price bid at the time of customer tender submission
- d. The lowest quoted bidder (least "D") considering the above cost calculation will be selected for addressing the customer tender.
- e. "The price quoted at 'A' is an indicative price (transfer price of the bidder to ITI), however, during customer tender submission, the final price to be quoted will be mutually discussed wherever possible between ITI & Selected partner so as to arrive as a winning bid for this tender".
- f. 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.

## 6. Special Conditions of EOI:

- a. No advance will be paid to the partner, even though ITI is eligible to get advance from the customer being a front end bidder. Note: Any deviation to this will be as per Govt of India guidelines

- b. Bidder should not undertake or partner with any other organization directly or indirectly or not to submit any bid against the EoI/RFP/Tender published by other organizations for addressing the same business opportunity of the end customer for which this EoI/RFP/Tender has been published. We also undertake that we will not submit any bid directly to the end customer's tender enquiry if we are being finalized of ITI against this EoI/RFP/Tender.

7. **Evaluation:**

7.1. 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.

7.2. Financial Bid opening will be done after the evaluation of Technical bid (Only for technically qualified bidders)

7.3. Bidder will be selected as explained above

8. **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 AGM-CM&MSP (SZ), Corporate Marketing,, F-100, Corporate Marketing, ITI Limited, Dooravaninagar, Bengaluru– 560016 email: [mmurali\\_crp@itiltd.co.in](mailto:mmurali_crp@itiltd.co.in) ,Mob: 94825 01476/8078535507
- e. Technical bids will be opened at 12.30 PM on **15-07-2026**
- 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.
- j. Consortium with MPLS-TP based access & aggregation equipment OEM is allowed
- k. 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.
- l. The bidder to indemnify ITI LIMITED from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.
- m. In the event that ITI LIMITED 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.
- n. ITI LIMITED 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.
- o. Bidders, whose Purchase Order(s) for any Project of ITI LIMITED 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.
- p. Any existing vendor/partner of ITI Limited. 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.
- q. **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 LIMITED. ITI LIMITED will, in no case be responsible or liable for those costs, regardless of the conduct or outcome of the EOI process.
- r. **Amendment of EOI:** At any time prior to the last date for receipt of offers, ITI LIMITED, 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 LIMITED 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.
- s. ITI LIMITED will not consider any or all of the bids if they are not meeting EOI requirements.
- t. ITI LIMITED may at its discretion reject any offers received for selection without assigning any reasons.
- u. This EOI will be available on Govt & ITI Limited website: "<http://www.itiltld.in/> " under its Tender/ EOI Section.

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

### I. **Confidentiality**

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

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

## II. **Transparency**

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

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

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

## IV. **Arbitration:**

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

- 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 LIMITED 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 LIMITED 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 –CM & O / AGM-CM&MSP (SZ).**

## 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 LIMITED) on the progress of Business orders, delivery and implementation of services on related projects where ITI LIMITED 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 LIMITED may authorize in writing) after receipt of the default notice from the ITI LIMITED
- If selected bidder fails to fulfill its part of the work to the satisfaction of ITI LIMITED, then ITI LIMITED 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 LIMITED 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 LIMITED 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 LIMITED 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 LIMITED, 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 LIMITED 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 LIMITED 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 LIMITED 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 Earnest Money Deposit (EMD) as per tender required, while submitting the customer tender. PBG as per customer tender to be borne by the selected bidder at the time of placement of order as per customer tender and its amendments/corrigendum/ clarification. 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)

**Undertaking regarding not blacklisting/insolvency**

(To be submitted on company's letter head)

Place:

Date:

To,

ITI Limited

Ref: ITI EOI Ref:

Subject: Declaration Letter for Non-Blacklisting/insolvency of the Bidder.

Sir/Madam

We solemnly declare that we (including our affiliates or subsidiaries or constituents) :

- (a) Are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons; (including our Contractors/ subcontractors for any part of the contract):
  - i. Do not stand declared ineligible/ blacklisted/ banned/ debarred by the DoT or its Ministry from participation in its Tender Processes; and/ or
  - ii. Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.
- (b) Do not have any association (as bidder/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of PURCHASER, as counter-indicated, in the Tender Document.
- (c) We certify that we fulfil any other additional eligibility condition if prescribed in Tender Document.
- (d) We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.

Name of the person:

Designation:

Name of the Respondent:

Address of the Respondent:

Company seal:

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

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

Reference 1 : BSNL Tender Enquiry No.....issued on  
.....

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

I, in capacity of authorized signatory of M/s.....(Name of the company) having Regd. Office at.....being a

participant bidder in BSNL T.E cited at reference 1 above, do hereby declare that I have read and understood all the clauses regarding Restrictions under Rule 144(xi) of the General Financial Rules (GFRs) 2017 on grounds of Defense of India and National Security issued vide OM cited at reference 2 above, on procurement from bidders from a country or countries which shares a land border with India. It is declared that we fulfil all the requirements in this regard and are eligible to be considered for the Tender Enquiry under reference 1 above. Further, we undertake that we will also abide by all the requirements of cited OMs during the entire contract period.

(Name of the authorized signatory)

Signature

Designation in Company

Seal / Stamp of Company

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

## Bidders Profile

|     |  |  |
|-----|--|--|
| 1.  | Name and address of the company  |  |
| 2.  | Contact Details of the Bidder<br>(Contact person name with designation       |  |
|     | Mobile, E- mail and Web site)  |  |
| 3.  | Area of business   |  |
| 4.  | Address of the Headquarters  |  |
| 5.  | Address of the Registered Office in India                                    |  |
| 6.  | Date of Incorporation  |  |
| 7.  | Annual Turnover during the last 3 FYs (Rs in Cr) in last 4 FY                |  |
|     | 2022-23  |  |
|     | 2023-24  |  |
|     | 2024-25  |  |
|     | 2025-26  |  |
|     | Average Annual Turnover of highest Three (3) turnovers in the preceding 4 FY |  |
| 8.  | Net worth for the FY 2024-25 OR FY 2025-26 (Rs in Cr)                        |  |
| 9.  | GST Registration number  |  |
| 10. | PAN Number   |  |
| 11. | CIN Number, if applicable  |  |
| 12. | 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<br/>(Complied/ Not<br/>Complied)</b> | <b>Remarks with Documentary<br/>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)

**Annexure-IV****Work Experience Details – project wise**

| <b>Sl. No</b> | <b>Information Required</b>   | <b>Details</b> |
|---------------|---|----------------|
| 1             | Name & Scope of work of the project   |                |
| 2             | Entity for which the project was undertaken (Customer Name & Contact Details including email ID, Contact number |                |
| 3             | Project Cost  |                |
| 4             | PO No & Date  |                |
| 5             | Date of commencement 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 2026

**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) / 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 to 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/ 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 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 equitant to Earnest Money Deposit/Bid Security apart from any other legal that may have accrued to the Principal.

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

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

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

6.2 The Bidder(s)/Contractor(s) undertakes to get this Pact signed by its subcontractor(s)/sub-empaneled partner(s)/ associate(s), if spy, 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**

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Shri Benny John, IRS (Retd.):  
Villa No. 36, Kent Plam 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 the seat of the Principal.

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

## SECTION 11 – PACT DURATION

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

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

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

## SECTION 12 - OTHER PROVISIONS

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

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

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

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

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

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

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

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

.....

.....

Name Designation

Name Designation

Witness

1. ....

1. ....

2. ....

2. ....

**DECLARATION OF No RELATION IN ITI**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

ITI Limited,  
ITI Bhawan, Doorvani Nagar,  
Bangalore: 560016

Dear Sir,

Sub: Declaration for relation in ITI

Subject: EoI - \_\_\_\_\_

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner (s)/Director(s) employed in ITI

Tick (√) any one as applicable:

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in ITI

**OR**

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm have relation/relatives employed in ITI and their particulars are as below:

(i)

(ii)

(Signature, Date & Seal of Authorized Signatory of the Bidder)

Note:

1. Attach separate sheet, if necessary. If ITI Management comes to know at a later date that the information furnished by the Bidder is false, ITI reserves the right to take suitable action against the Bidder/Contractor

**Format of Non-Disclosure Agreement**

**(To be signed and submitted by the Bidder on Rs 100/-Non-Judicial Stamp paper)**

This Agreement is made as of the -----, 2026 between **ITI LIMITED (ITI Ltd)** a Government of India Enterprise, having its registered office and Corporate office at **ITI Bhavan, Dooravaninagar, Bangalore -560016** hereinafter called **ITI Ltd** which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns and M/s ----- a company incorporated under the Indian Companies Act, 1956, and having its registered office at ----- herein after called “-----” which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

Whereas in order to pursue the mutual business purpose of this particular project as specified in **Exhibit A** (the “Business Purpose”), ITI Ltd and M/s-----

----- recognize that there is a need to disclose to one another certain information, as defined in para 1 below, of each party to be used only for the Business Purpose and to protect such confidential information from unauthorized use and disclosure.

In consideration of the other party’s disclosure of such information, each party agrees as follows:

1. This Agreement will apply to all confidential and proprietary information disclosed by one party to the other party, including information listed in Exhibit A attached hereto and other information which the disclosing party identifies in writing or otherwise as confidential before or within thirty days after disclosure to the receiving party (“Confidential Information”). Information consists of certain specifications, designs, plans, drawings, software, prototypes and/or technical information, and all copies and derivatives containing such Information, that may be disclosed to one another for and during the Purpose, which a party considers proprietary or confidential (“Information”). Information may be in any form or medium, tangible

or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means to one party (hereinafter referred to as the receiving party) by the other party (hereinafter referred to as one disclosing party). Information shall be subject to this Agreement, if it is in tangible form, only if clearly marked as proprietary or confidential as the case may be, when disclosed to the receiving party or, if not in tangible form, its proprietary nature must first be announced, and it must be reduced to writing and furnished to the receiving party within thirty (30) days of the initial disclosure.

2. M/s ----- and ITI Ltd hereby agreed at during the Confidentiality Period:

a) The receiving party shall use Information only for the Purpose, shall hold Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the Information, and shall grant access to Information only to its employees who have a need to know, but only to the extent necessary to carry out the business purpose of this project as defined in exhibit A, shall cause its employees to comply with the provisions of this Agreement applicable to the receiving party, shall reproduce Information only to the extent essential to fulfilling the Purpose, and shall prevent disclosure of Information to third parties. The receiving party may, however, disclose the Information to its consultants and contractors with a need to know; provided that by doing so, the receiving party agrees to bind those consultants and contractors to terms at least as restrictive as those stated herein, advise them of their obligations, and indemnify the disclosing party for any breach of those obligations.

b) Upon the disclosing party's request, the receiving party shall either return to the disclosing party all Information or shall certify to the disclosing party that all media containing Information have been destroyed. Provided, however, that an archival copy of the Information may be retained in the files of the receiving party's counsel, solely for the purpose of proving the contents of the Information.

3. The foregoing restrictions on each party's use or disclosure of Information shall not apply to Information that the receiving party can demonstrate:

a) was independently developed by or for the receiving party without reference to the Information, or was received without restrictions; or

b) has become generally available to the public without breach of confidentiality obligations of the receiving party; or

c) was in the receiving party's possession without restriction or was known by the receiving party without restriction at the time of disclosure; or  
is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however, that the receiving party has given the disclosing party prompt notice of such demand for disclosure and the receiving party reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order; or  
is disclosed with the prior consent of the disclosing party; or  
was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the receiving party from the disclosing party under an obligation of confidence; or  
the receiving party obtains or has available from a source other than the disclosing party without breach by the receiving party or such source of any obligation of confidentiality or non-use towards the disclosing party.

4. Each party agrees not to remove any of the other party's Confidential Information from the premises of the disclosing party without the disclosing party's prior written approval. Each party agrees to exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the disclosing party's prior written approval, from the disclosing party's premises. Each party agrees to comply with any and all terms and conditions the disclosing party may impose upon any such approved removal, such as conditions that the removed Confidential Information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.

5. Upon the disclosing party's request, the receiving party will promptly return to the disclosing party all tangible items containing or consisting of the disclosing party's Confidential Information all copies thereof.

6. Each party recognizes and agrees that all of the disclosing party's Confidential Information is owned solely by the disclosing party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

7. Access to Information hereunder shall not preclude an individual who has seen such Information for the purposes of this Agreement from working on future projects for the receiving party which relate to similar subject matters, provided that such individual does not make reference to the Information and does not copy the substance of the Information during the Confidentiality Period. Furthermore, nothing contained herein shall be construed as imposing any restriction on the receiving party's disclosure or use of any general learning, skills or know-how developed by the receiving party's personnel under this Agreement, if such disclosure and use would be regarded by a person of ordinary skill in the relevant area as not constituting a disclosure or use of the Information.

8. As between the parties, all Information shall remain the property of the disclosing party. By disclosing Information or executing this Agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. The disclosing party disclaims all warranties regarding the information, including all warranties with respect to infringement of intellectual property rights and all warranties as to the accuracy or utility of such information.

To the accuracy or utility of such information. Execution of this Agreement and the disclosure of Information pursuant to this Agreement does not constitute or imply any commitment, promise, or inducement by either party to make any purchase or sale, or to enter into any additional agreement of any kind.

Either party's failure to enforce any provision, right or remedy under this agreement shall not constitute a waiver of such provision, right or remedy.

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

That in case of any dispute or differences, breach & violation relating to the terms of the Agreement, the said matter or dispute, difference shall be referred to sole arbitration of Chairman and Managing Director (CMD) of customer or any other person appointed by him. The award of the arbitrator shall be final and binding on both the parties. In the event of such Arbitrator to whom the matter is originally referred to is being transferred or vacates his office on resignation or other wise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever , the CMD Customer shall appoint another person to act as Arbitrator in place of out going Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by his predecessor. M/s --

----- will have no Objection in any such appointment, that arbitrator so appointed is employee of Customer. The said Arbitrator shall act under the Provisions of the Arbitration and conciliation Act, 1996 or any statutory modifications or reenactment there of or any rules made thereof.

This Agreement and Exhibit A attached hereto constitutes the entire agreement of the parties with respect to the parties' respective obligations in connection with Information disclosed hereunder and supersedes all prior oral and written agreements and discussions with respect thereto. The parties can amend or modify this Agreement only by a writing duly executed by their respective authorized representatives. Neither party shall assign this Agreement without first securing the other party's written consent.

This Agreement will remain in effect for five years from the date of the last disclosure of Confidential Information, at which time it will terminate, unless extended by the disclosing party in writing.

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

**For** \_\_\_\_\_

**ITI LIMITED**

Signature

Signature

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

Printed Name:

Title: \_\_\_\_\_

Title

Attach Exhibit as provided.

**Exhibit A to NDA**

1. Business Purpose: **Supply, installation, testing, commissioning on turnkey basis of various components for induction of MPLS-IP based Access and Aggregation Network in BSNL along with the necessary associated network elements with a provision of CRC of A5/L3SWITCH/B5 routers with associated SFPs and Comprehensive AMC of other network elements including C2 routers which are not covered under CRC, for 7 years after successful completion of three years warranty vide Tender Enquiry\_\_\_\_\_**

2. Confidential Information of M/s \_\_\_\_\_

3. Confidential Information of \_\_\_\_\_:

All information shared, in oral or in written form, by \_\_\_\_\_ with M/s

\_\_\_\_\_  Number of subscriptions, consumption pattern etc.

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

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

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

Title: \_\_\_\_\_

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

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

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

Title: \_\_\_\_\_

**Self-declaration regarding Local Content (LC) for Telecom Product**

**FORM-1**

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

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

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

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

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

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

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

[Please provide following information]

- i. Name and details of the local supplier (Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Telecom Product/Services/Works for which the certificate is produced
- iv. Procuring agency to whom the certificate is furnished
- v. Percentage of LC claimed
- vi. Name and contact details of the unit of the manufacturer
- vii. Sale Price of the product
- viii. Ex-Factory Price of the product

- ix. Freight, insurance and handling
- x. Total Bill of Material
- xi. List and total cost value of inputs used for manufacture of the Telecom product/Services/Works
- xii. List and total cost of inputs which are locally sourced. Please attach LC certificates from local suppliers, if the input is not produced in-house.
- xiii. List and cost of inputs which are imported, directly or indirectly

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

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

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

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

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

Signature:

Name:

Designation:

CEO/MD Address:

E-mail Address:

Mobile No.:

Place:

Date:

**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

**SECTION -7 PART -D: Consortium Agreement  
(On Rs. 100 Non-Judicial Stamp Paper)**

In compliance to Clause No.4.1 subclause iii of section 1 of Tender No. .... dated. .... a consortium has been formed on \_\_\_\_\_<Date> between M/s ..... and \_\_\_\_\_<OEM names> to meet various eligibility conditions and experience criteria specified in the Tender No. .... dated. ....

It has been agreed among bidder and the consortium partners that M/s ..... is designated to submit the Bid on behalf of this consortium and henceforth called as Bidder. “Lead Bidder” and the “Bidder” have been used interchangeably. It is also confirmed that the members of the said consortium meet the eligibility conditions as specified in the above referred tender and have authorised the “Lead bidder” by way of duly executed power of attorney in his favour to act on their behalf.

It has been agreed that the bidder as well as consortium partners shall furnish separate Performance Bank Guarantees (PBGs) for Work order (WO) as well as for AMC, each for an amount specified in the SECTION-5 Part A of tender.

It has also been agreed that the in its capacity as lead Bidder, M/s ..... will interact with ITI Limited for all obligations.

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

The details of Bidder and consortium partners are as under: -

**Bidder Name:** M/s .....

Address: -<Details containing Registered office &correspondence. address>

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

1.

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

For M/s .....

Signature of Authorised Signatory Name:

-

Designation: -

Contact Phone: -

Email-ID: -

Date: -

Witness-1

Signature: -

Name: -

Designation: -

Contact Phone: -

Email-ID: -

Date:

For <Consortium Partners>

Signature of Authorised Signatory Name:

-

Designation: -

Contact Phone: -

Email-ID: -

Date: -

Witness-1

Signature: -

Name: -

Designation: -

Contact Phone: -

Email-ID: -

Date: