



## Amendment I

Ref: CORP/MKTG/BSNL/UNMS/28

Date: 21/01/2025

**Notice Inviting EOI for Selection of System Integrator to participate in tender for Planning, Design, Supply, Installation, Implementation and Commissioning of a Unified Network Management System (UNMS).**

Ref: CORP/MKTG/BSNL/UNMS/28

Date: 16/01/2025

| Sl. No | Present Clause  | Revised Clause   |
|--------|---|--|
| 1      | <p><b>1. Introduction</b><br/>ITI LTD intends to participate in the tender for “Planning, Design, Supply, Installation, Implementation and Commissioning of a Unified Network Management System (UNMS) in BSNL Network, on turnkey basis, along with Comprehensive AMC and O&amp;M support for 9 years after 1Year warranty.”</p>   | <p><b>1.Introduction</b><br/>ITI LTD intends to participate in the tender for<br/>“Planning, design, supply, installation, implementation and commissioning of a Unified Network Management System (UNMS) in end customer network, on turnkey basis, along with Comprehensive AMC for 9 years, after 1-Year warranty and O&amp;M support for 10 years, including 1-year warranty period”.</p>  |
| 2      | <p><b>Prequalification Eligibility Criteria of Applicants</b><br/><b>Eligibility Criteria of Applicants</b><br/>The Bidder shall be registered &amp; incorporated as a Company in India under the Indian Companies Act, 1956 or 2013 as the case may be;</p> <p>Consortium with eligible UNMS OEM of core modules as per BSNL tender requirement (maximum 2 members including Lead bidder) is allowed.</p> <p>In case of consortium, Consortium Agreement on 100 Rs. Stamp paper to be signed by all members of the Consortium for the subject business opportunity (specifying subject EOI, EOI name, Consortium member roles &amp; responsibilities of each of the Consortium member) to be</p> | <p><b>Prequalification Eligibility Criteria of Applicants</b><br/><b>Eligibility Criteria of Applicants</b><br/>The Bidder shall be registered &amp; incorporated as a Company in India under the Indian Companies Act, 1956 or 2013 as the case may be;</p> <p>Consortium with eligible UNMS OEM of core modules as per customer tender requirement (maximum 3 members including Lead bidder) is allowed.</p> <p>In case of consortium, Consortium Agreement on 100 Rs. Stamp paper to be signed by all members of the Consortium for the subject business opportunity (specifying subject EOI, EOI name, Consortium member roles &amp; responsibilities of each of the Consortium member) to be submitted along with the bid as per format enclosed in Annexure – VII )*</p> |

|   |   |  |
|---|---|--|
|   | submitted along with the bid as per format enclosed in Annexure – VII )*<br>Note : There is no reservation for MSE bidders as per BSNL tender condition | Note : There is no reservation for MSE bidders as per customer tender condition  |
| 3 | 6. Financial Bid  | Revised Financial Bid Format uploaded (as excel) and enclosed as per Annexure-I of the amendment.<br><br>Bidders may upload the revised financial bid format(excel), while submitting the bid proposal |
| 4 | Annexure VII - NDA  | Modified Annexure VII - NDA is enclosed as per Annexure-VII of the amendment.  |

Other terms & conditions are remaining same as per EOI including corrigendum.

GM- CM, Corporate Marketing,  
Corporate Office, ITI Limited,  
Dooravaninagar, Bengaluru– 560016  
Email: vrsakum\_crp@itild.co.in, bindums\_crp@itild.co.in  
Mob: 9535325537, 8078535507  
Web: [www.itild.in](http://www.itild.in)

## **Financial Bid**

**Name of Bidder:**

| <b>Sl. No</b> | <b>Description</b>  | <b>Quoted Value</b> |
|---------------|---|---------------------|
| A             | Submit total price for Supply and Service items as per Schedule of Requirements (SoR), Scope of Work (SoW) and as per Revised Price Schedule of customer tender document in INR (Exclusive of GST). |                     |

**Note:** SoR, SoW and Revised Price Schedule as per customer tender document & its further clarifications.

- a.** Value mentioned in “A” will be the transfer price of the bidder to ITI.
- b.** The Project Management charges of ITI will be added on “A”, while quoting for the customer tender.
- c.** Up on selection of the bidder, the price to be quoted during the final tender submission to the customer cannot exceed the basic price "A" mentioned above.
- d.** For QCBS Evaluation, the total price mentioned in ‘A’ will be considered for the calculation of financial score.

## Non-Disclosure Agreement

(On a Hundred Rupee non-judicial stamp paper duly signed by Authorized Signatory)

This Agreement is made on \_\_\_\_\_ day of \_\_\_\_\_ 2025 between **ITI Limited (ITI Ltd)**, a Government of India Enterprise, having its registered and corporate office at **ITI Bhavan, Dooravaninagar Bangalore - 560016** hereinafter called “**ITI Limited CO**” which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns and **M/s. \_\_\_\_\_** a company having its registered office at \_\_\_\_\_ herein after called “**Bidder**” which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

Whereas **ITI Limited** has invited a EOI for “Planning, design, supply, installation, implementation and commissioning of a Unified Network Management System (UNMS) in end customer network, on turnkey basis, along with Comprehensive AMC for 9 years, after 1-Year warranty and O&M support for 10 years, including 1-year warranty period” as specified in **Exhibit A** (Business Purpose) & the **bidder** is interested in participation of the said tender. In order to pursue the mutual business purpose of this particular Consultancy, **ITI Limited** and **Bidder** recognize that there is a need to disclose certain information to one another, as defined in Para 1 below, 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 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 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. The **Bidder** and **ITI Limited** 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, 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.
  - 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
  - d) 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 and appropriate protective order; or
  - e) is disclosed with the prior consent of the disclosing party; or
  - f) 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
  - g) 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's 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 purpose 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 rights, 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.** 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.
9. 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.
10. This Agreement will be construed in, interpreted and applied in accordance with the laws of India.
11. **ITI Limited** has sole rights for the feasibility report submitted by the Bidder for its use with other successful Bidder for next Phase (if any). If there is any conflict between earlier clauses and this clause then this clause shall prevail.
12. 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 ITI Limited or any other person appointed by him. That the award of the arbitrator shall be final and binding to both 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 otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the CMD, ITI Limited shall appoint another person to act as Arbitrator in place of outgoing 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. The **M/s \_\_\_\_\_** will have No Objection in any such appointment, that arbitrator so appointed is employee of ITI Limited. The said Arbitrator shall act under the Provisions of the Arbitrator and Conciliation Act, 1996 or any statutory modifications or re-enactment there of any rules made thereof.
13. This Agreement 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.

14. This Agreement will remain in effect for one year 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.

Signature .....

On Behalf of ITI Limited

Name: .....

Title: .....

Attach Exhibit as provided.

Signature: .....

On Behalf of Bidder

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

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

**Exhibit A to NDA**

1. Business Purpose: **Planning, design, supply, installation, implementation and commissioning of a Unified Network Management System (UNMS) in end customer network, on turnkey basis, along with Comprehensive AMC for 9 years, after 1-Year warranty and O&M support for 10 years, including 1-year warranty period. TE No. MM/CNP/UNMS/T-832/2024 issued on 31.12.2024**
  
2. Confidential Information of M/s ITI Limited:
  - All information shared, in oral or in written form, by ITI Limited with M/s \_\_\_\_\_
  - Number of subscriptions, consumption pattern etc.

For \_\_\_\_\_

**ITI Limited**

Signature

Signature

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

Printed Name:

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

Title