

**Notice Inviting EOI for selection of System Integrator (SI) for participating in tender for Selection of Next-Gen WAN Solution Provider (NGWSP) for IT Modernization Project 2.0**

Ref: CORP/MKTG/BSNL/NGWAN/19

Date: 22-10-2024



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

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

## 1. Introduction

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

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

ITI LTD intends to participate in the tender floated by BSNL (here in after referred as “**Customer**”) titled as “Tender for Selection of Next-Gen WAN Solution Provider (NGWSP) for IT Modernization Project 2.0 of the Department of Posts(DoP).” This EOI is floated for selection of experienced and eligible System Integrator (SI) along with OEMs who can support ITI as a back end partner **on exclusive basis**, for participating in the Tender for Selection of Next-Gen WAN Solution Provider (NGWSP) for IT Modernization Project 2.0 of the Department of Post (DoP). 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: 22-10-2024
Due Date for EOI Submission	Date: 29-10-2024 4.00 PM
Due Date of Bid Opening	Date: 29-10-2024 4.30 PM
ITI LTD Contact Person	<b>Contact details :</b> 1. GM- CM, Corporate Marketing, Corporate Office, ITI Limited, Dooravaninagar, Bengaluru– 560016 email: bindums_crp@itiltd.co.in Mob: 8078535507 2. CMR(Mktg), Corporate Marketing, Corporate Office, ITI Limited, Dooravaninagar, Bengaluru– 560016 email : vrsakum_crp@itiltd.co.in Mob: 9535325537
Mode of submission	The Bid shall be uploaded in e-procurement site of ITI Limited ( <a href="https://itilimited.ewizard.in/">https://itilimited.ewizard.in/</a> ). For submission of online bid and procedure to be followed, visit <a href="https://itilimited.ewizard.in/">https://itilimited.ewizard.in/</a>

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

**BSNL (Customer)** envisages to select the Next-Gen WAN Solution provider ( NGWSP) (successful Bidder) capable of providing the Hardware/ Software Solution on PAN India Basis at the various branches of DoP which includes supply, installation, configuration, commissioning , management, monitoring and maintenance of all the hardware/software during the contract period defined by customer.

The successful Bidder will be required to provide the modern networking infrastructure capable of providing the Next-Gen WAN Solution. NGWSP shall replace end-of-life/end of-support existing routers with Customer Premise Equipment. NGWSP shall supply, install, configure and manage devices at the DoP DCs/DRs and field locations. NGWSP will not only provide network connectivity solution at all Customer's field locations on PAN India basis and at DCs/NDCs/DRs but also provide, operate & manage all hardware/software/physical components deployed (including adequate capacity Routers, servers, Cross connect (for Data Centers), and related Hardware at Data Centers, & all field locations over the duration of the engagement in addition to providing security solution. After installation, testing and commissioning and one year free warranty period, the bidder also has to provide Comprehensive Annual Maintenance for a period of five years. Project implementation, migrations, roll-out, monitoring, acceptance etc. will be managed through the portal so developed for this purpose.

#### **Broad Responsibilities/scope of work of successful bidder (NGWSP)**

- a. Supply of Hardware (CPE, switches etc.), network elements at all the postal circles and central locations (DC/DR etc.).
- b. Supply of necessary software with perpetual licenses till the end-of-life/end-of-use of the hardware.
- c. Managed Services of entire DoP Network at all the postal circles and central locations (DC/DR etc.).
- d. Deployment of Resident Engineers at all the postal circles and central location specified by BSNL/DoP. All common reports shall be prepared by NGWSP and submitted to DoP/BSNL as prescribed in tender document or prescribed from time to time.
- e. Provision of Incident Management Portal for all DoP locations.
- f. Provision of Network Operation Center (NOC) for all DoP locations.
- g. Coordination with NSP & LSP for all DoP locations for the mentioned work in this document.
- h. Coordination with BSNL vendor who is managing existing DoP network for seamless migration to new solution without affecting DoP operations.
- i. NMS of the NGWSP should be integrated with NMS of DOP/BSNL/LSP/NSP through API.

- j. In case of change of links (due to change in service provider or due to change in the nature of the link) NGWSP will carry out the commissioning of the links including associated works at no additional cost to BSNL.
- k. Bidder should also set up a functional NOC, which should be well established product in-use. Bidder should establish the NOC in BSNL premises. Space and Infra for such equipment will be provided by BSNL. The existing tools used for Incident Management Portal (IMP) and Network Management System (NMS) should be got certified from CERT-In
- l. Any other work as per the requirement of the project.

The detailed scope of work can be downloaded from customer tender document, corrigenda, clarification and addenda from the website <https://etenders.gov.in> vide ref: BSNL Tender Enquiry No .:MM/EB-I/DoP-NGWSP/T-811/2024 issued on 30.09.2024

**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	
	A.	<p>a. The Bidder must be a legal entity registered in India under the Company Act, 1956/2013 and must have a registered office in India.</p> <p>b. Bidder to be a System Integrator who can arrange the OEMs for the SD WAN and other project related components meeting the technical requirements of the customer tender and should be able to provide Manufacturer Authorization Form (MAF) exclusively in the name of ITI Ltd for addressing the Customer tender. Authorization from the OEMs regarding the same has to be submitted as part of the bid.</p>
	B.	<p><b>Experience:</b> The Bidder shall have successfully implemented and maintained projects (**including ongoing projects) of *Similar/related work, in the period after 01-04-2019:</p> <ul style="list-style-type: none"> <li>i. One project with value not less Rs. 200 Cr. OR</li> <li>ii. Two projects with value not less Rs. 125 Cr. Each. OR</li> <li>iii. Three projects with value not less Rs. 100 Cr. each</li> </ul>

	<p><b>Note:</b></p> <p>a. *Similar/related work shall mean &amp; include works of implementing LAN project, WAN project, Turnkey IT project and its O &amp; M. The above works if executed for Central Govt. / State Govt. / PSU / Public Sector Banks / Private Scheduled Banks / all licensed Insurance companies / other TSPs (i.e. Access service provider having unified license (basic and CMTS) issued by DOT) / Category-A ISPs as per DOT / Private Sector organizations having turnover of more than Rs. 500 Cr. in FY'22 or FY'23 only are acceptable.</p> <p>b. Projects with only software or application development or e-governance MSP shall not qualify as similar/related works.</p> <p>c. **Ongoing projects shall also be considered towards eligibility. In case of ongoing projects, the System Integrator/ Service Provider must provide a certificate from the project head of Central Govt. / State Govt. / PSU / Public Sector Banks / Private Scheduled Banks / all licensed Insurance companies / other TSPs (i.e. Access service provider having unified license (basic and CMTS) issued by DOT) / Category-A ISPs as per DOT / Private Sector organization having turnover of more than Rs. 500 Cr. in FY'22 or FY'23 client specifying the details of the project and the percentage of work completed so far.</p> <p>d. **In ongoing projects where there is a core equipment as well as access equipment/Nodes, the completion of project for consideration towards experience eligibility criteria will be taken if core equipment &amp; at least 50% of access equipment/Nodes are put to use by customer/client.</p> <p>e. **In ongoing projects where there is only access equipment/Nodes, the completion of Project for consideration towards experience eligibility criteria, will be taken if at least 70% of access equipment/Nodes are put to use by customer/client.</p> <p>Hence, bidders must submit the experience certificates from End User organizations which shall clearly indicate the above achievement &amp; stages. The certificates issued must have linkage to the Work Order issued to bidder and contact details ( Email ID, Mobile Number) of the officer of certificate issuing entity for verification, if required by tender inviting authority.</p>
	<p>C <b><u>Turnover</u></b></p> <p>Bidder should have a minimum average annual turnover from IT/ITeS/Networking Services or Active/Passive Network Component/Data Center business of Rs.90 Cr for the last three financial years (2023-24, 2022-23, 2021-22).</p> <p>Note: * Bidder's Parent/group company turnover will not be considered in turnover criteria.</p>
	<p>D. <b><u>Networth</u></b></p> <p>The net worth of the Bidder firm should be positive during last financial year 2023-24</p>

E.	<p>The Bidder must have back-to-back support agreements with the OEMs for customer end equipment's including all associated hardware and software. *Undertaking mentioning the details of OEMs for this project must be included along with the bid</p>
F	<p><b>OEM Eligibility requirement : Bidder to bring an OEM who meet the following eligibility requirement:</b></p> <ol style="list-style-type: none"> <li>1. The proposed OEM must have supplied minimum 8100 quantities of the equipment (<b>only SDWAN routers</b>) after 01-04-2018 onwards including current year (Cumulative). Documentary proof must be enclosed.</li> </ol> <p>* In case of OEM being MSE/ startup or offering Class-I Local product, the past supply experience shall be 50% of 8100 i.e.4050 nos.</p> <ol style="list-style-type: none"> <li>2. The OEM / Bidder must have <b>2 support centres per BSNL Zone (North, South, East and West Zone)</b> with local logistics support and adequate spares for the equipment supplied in existence for last 1 year. <b>The documented proof in this regard should be attached with the bid.</b> This is to ensure immediate delivery of spare parts. The bidder should furnish the details of the physical address and telephone number (s) of the spares depot(s).</li> </ol> <p>In case of OEM being MSE/ startup or offering Class-I Local category product, then they shall have <b>at least one support centre per BSNL Zone</b> and shall submit undertaking that they shall set up more support centres within two months of award of work to their SI bidder <i>to make support centres as required for non-MSE/startup/ Class-I i.e.2 per BSNL Zone.</i></p>
G	<p>The SDWAN Solution shall be as per TEC GR TEC/GR/IT/SDW-001/01//MAY-19 read along with any latest amendments. Documentary proof for the TEC Certification / Compliance to the TEC GR has to be submitted as part of the bid. In case of any conflict of the provisions of this tender with that of TEC GR, the provisions as mentioned in this tender shall prevail.</p>
H	<p>The OEM must have R&amp;D center in India with TAC center in India along with India Toll free number.</p>
I	<p>Bidder and its OEM shall submit a self-declaration that they are not blacklisted/debarred with Ministry of Communication or BSNL or debarring order issued by Department of Expenditure (DOE), Ministry of Finance (MOF) covering all central Ministries/ Departments as per provision of OM No.F.1/20/2018-PPD by Department of Expenditure (DoE), MoF dated on 2nd Nov 2021 as on Bid submission date.</p> <p>If the bidder(s) or its OEM is/are found to have been blacklisted by any authorities mentioned above at any stage of the tender or during supply, action shall be taken as per tender terms and conditions.</p> <p>Undertaking as per Annexure I -Appendix II to be submitted along with the bid</p>

	J	Bidder and OEM or their beneficial owners, if from a country which shares a land border with India will be eligible to bid/participate in tender only if they are registered with the competent authority as specified in Annexure-1 of F.No.7/10/2021- PPD(1) dated 423rd February 2023 from Department of Expenditure, Ministry of Finance OR if they do not fall under above category, they shall submit an undertaking as per prescribed Performa in Annexure I Appendix III
	K	The bidder/OEM should not be TSP i.e. should not have its own authorization for access Service under unified license (Basic and CMTS) issued by Department of Telecom or Part of a group in which any of the group company hold authorization for Access Service under unified license (Basic and CMTS) issued by Department of Telecom. Undertaking in Letter Head signed by Authorised signatory for the same to be submitted as part of the bid .
	L	Bidder & their OEM, vice versa, having equity stake (10% or more) in each other's company / entity, or in / of the Companies operating in India, having authorization for Access Service under unified license (Basic and CMTS) issued by Department of Telecom or their promoters i.e. TSPs, are not eligible to participate in tender. PSUs under the DOT are exempted. Undertaking in Letter Head signed by Authorised signatory for the same to be submitted as part of the bid .
	M	<b>Non-Disclosure Agreement (NDA)</b> The successful bidder is required to sign and submit a mutual Non-Disclosure Agreement (NDA) with Purchaser (here ITI) as per the format available in Section of the Tender document on a non-judicial stamp paper of Rs.100/- at the time of award of APO/PO. Undertaking in Letter Head signed by Authorised signatory for signing the NDA be submitted along with the bid
	N	Bidder shall submit a list of Key technical personnel with the required domain experience.
	O	Bidder should submit write up on Project Implementation Plan and capability (technical and financial) on how the project will be executed by the bidder
	P	<b>A self-certificate with proper contact detail of customers</b> (Details of End User - Firm Name, Contact person, Designation, Telephone Number, Fax, Official mail id etc.) <b>for the experience proof submitted</b> along with PO reference and value of the project. The same should be issued by authorized signatory of bidder.  ITI LTD reserves the right to verify the correctness of the client certificates (PO Copies/Work orders) and any other information submitted by the bidder in his offer. In case of any wrong information submitted by bidder, the bid will be rejected and subsequently the bidder will be blacklisted from doing any business with ITI Limited. <b>The experience details to be filled as per Annexure – IV</b>
<b>4(ii) Checklist of documents/information to be submitted by bidder</b>		
a.	Company Profile	

b.	Certificate of Incorporation
c.	Memorandum & Articles of Association
d.	Audited financial statements for the last 3 years (2021-22 2022-23 and 2023-24) by CA & Auditors certificate for proof of average annual turnover from IT/ITeS/Networking Services or Active/Passive Network Component/Data Center business as per clause 4(i) C
e	Authorization to ITI Limited from the OEMs for addressing the tender
f.	Auditors Net worth certificate for 2023-24 as per clause 4(i) D
g.	Quality Certificate – ISO 9001:2015
h.	<p>Satisfactory completion certificates including Purchase Order, Completion Certificates as per clause 4 (i) B, F(1)</p> <p>For completed project, satisfactory completion certificate need to be submitted. In case of ongoing works, the project completion status document from customer need to be submitted.</p> <p><i>Experience/ Work Completion Certificate of the project execution issued &amp; signed by the competent authority of the client entity along with the supporting documents such as Work order/Purchase order with the name of client contact person, postal address, email id and telephone numbers to be provided as per clause 4(i) P</i></p> <p>Documentary proofs establishing successful supply must be enclosed. Bid will be evaluated only on the basis of proofs/ certificates &amp; fresh or new proofs/ certificates will not be accepted after bid submission date.</p>
i.	GST certificate
j	Copy of PAN Card
k.	CIN (Corporate Identity Number), if applicable
l	MAF in original from OEMs in favour of bidder (on OEM's letter head) must be enclosed with the bid. MAFs must clearly indicate the reference of this tender and support for supply, warranty and post warranty support for period of minimum Eight years for their products/services as per clause 4(i) A.(b)
m	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
n	List of Directors / CEO / COO including their name (s) and address(s) Director Identification Number [DIN] of all the Directors. Corporate Identity Number [CIN].
o	Undertaking as per clause 4(i) A(b), E, F (2), H (with R&D Address details), K, L, M
m	TEC Certification / Compliance to the TEC GR has to be submitted as per clause 4(i)G
n	Undertakings (in Company letter head ) for acceptance of terms and conditions as per Annexure I -Appendix I
o	Undertaking(in Company letter head ) to be submitted by bidder as per Annexure I - Appendix II



p	Undertaking(in Company letter head ) from Bidder/s and OEM regarding no land border sharing as per Annexure I -Appendix III
q	Self-declaration regarding Local Content (LC) as per Annexure I -Appendix IV
r	Bidders Details as per Annexure II
s	Clause by clause compliance to all Terms & Conditions of all the Sections of this EOI (including its corrigendum/amendments), duly Signed and Stamped on the Letter Head of their Organization as per Annexure III.
t	Work Experience Details as per Annexure IV
u	Pre-Contract Integrity Pact as per Annexure-V
v	Project Implementation Plan and capability (technical and financial) on how the customer EOI/tender implementation will be executed by the bidder as per clause 4(i) O
w	Manpower details as per clause 4(i) N
x	Brief technical literature of the offered equipment
y	Undertaking as per clause <b>6. e, f, g</b>
z	Compliance for all the clauses of <b>4(iii)</b>

**5. Financial Bid:**

Financial Bid as per format is attached as separate excel sheet , which has to be filled and enclosed as Financial Bid separately	As per Annexure - VI
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**6. Special Conditions of EOI:**

- a. No advance will be paid to the back-to-back partner, even though ITI is eligible to get advance from the customer being a front end bidder.
- b. The selected SI, who has partnered with ITI for a particular tender/ project shall not partner with any other lead bidder for the same tender/project
- c. **The OEM of SDWAN equipment must work with ITI LTD on exclusive basis**
- d. If the bidder is selected, during the final tender submission, the price to be quoted shall not be more than quoted price in the EoI
- e. The Bidder is required to submit an undertaking to ITI that these rates are the best rates quoted by them and they shall not offer lower rates to any of the competitors. In case lower rates are offered to any of the competitors the same shall be extended to ITI.
- f. The Bidders are required to give a written undertaking that they are not supplying the similar systems or subsystems at a price lower than that offered in the present bid to any other Ministry/Department of the Government of India and if the similar system has been supplied

at a lower price, then the details regarding the cost, time of supply and quantities be included as part of the commercial offer. In case of non-disclosure, if it is found at any stage that the similar system or subsystem was supplied by the Bidder to any other Ministry/Department of the Government of India at a lower price, then that very price, will be applicable to the present case and with due allowance for elapsed time, the difference in the cost would be refunded to the buyer, if the contract has already been concluded.

- g. Undertaking for the validity of the offer for a period of 180 days from the date of opening of bid.

4(iii) 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 /BSNL engineers for undertaking services & execution of project	
5	Bidder will be responsible for any shortcoming in the BOM and the same should be rectified free of cost	
6	Bidder should be willing to sign an exclusive agreement with ITI LTD for smooth execution of this project	
7	Bidder must co-ordinate wit OEM to submit the MAF in the name of ITI LTD and must work on exclusive basis with ITI LTD	
7	All commercial terms (proportionate to the scope of work) will be as per the customer Tender/PO.	
8	<b>Earnest Money Deposit (EMD) :</b> The Bidder shall furnish EMD of Rs. 2 Cr in the form of Bank Guarantee as per Customer tender requirement, at the time of customer tender submission.	
9	PBG: The selected bidder has to provide PBG of 3 % of the order value or as per customer RFP, whichever is higher while placing the contract after winning the customer tender will be borne by the selected bidder. Note: ITI LTD reserves the right to verify the genuineness of the BG with the bidder’s bank.	
10	<b>Delivery Schedule:</b> • Delivery Schedule as per the end customer Tender/ PO on back to back basis (proportionate to the scope of work)	

	<ul style="list-style-type: none"> <li>• Period of execution shall be in line with the end customer</li> <li>• The project I&amp;C will be considered as completed after obtaining NOC/Commissioning Certificate from the end customer.</li> <li>• Further Warranty/AMC shall be supported as per end customer.</li> </ul>	
10	<p><b>LD Clause:</b> LD (proportionate to the scope of work) shall be as per ITI LTD Clauses (<i>@ 0.5% of order value per week or part thereof subject to a maximum of 10% of the undelivered portion/ the order value (if the item(s) cannot be used unless full supply is made) or to cancel the order and purchase the materials from alternative source at the risk and cost of the bidder</i>) OR as per the end customer PO/tender clause whichever is higher.</p>	
11	<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> <ul style="list-style-type: none"> <li>i. LD/recoveries imposed by end customer (if any) (proportionate to the scope of work), and</li> <li>ii. ITI LTD's margin &amp; statutory dues</li> </ul> <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>	

**7. Technical Bid Evaluation:**

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

**8. Financial Bid Evaluation**

- a. The financial evaluation and comparison of responsive bids shall be done on the basis of **total cost** (all-inclusive cost) on the prices of the goods offered along with all applicable taxes, packing, Forwarding, Freight and Insurance charges etc. as arrived in Col. 13 or 14 of the respective price schedules in Financial Bid Format as per Annexure VIA-document after arithmetical correction in the manner laid down in clause 8 above but **excluding** taxes which are creditable. Further, bidder is also required to mention the taxes (if any) applicable on the movement of goods.
- b. The offers of the bidders will be evaluated on the total package basis after deduction of total Buy Back Cost quoted in Table F [i.e. total Cost quoted in Table A1, A2, B1, B2, C1, C2, D1, D2 and E after deduction of total Cost quoted in Table F of the Price schedule given in Annexure VIA.
- c. ITI will be selecting the partner as per the total project cost quoted in Annexure VI B to this EOI based on the following Formula:

Sl. No	Description	Price/Margin
A	Total Project Cost as per Annexure VI A 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

- 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”
- d. The lowest quoted bidder(least “D”) considering the above cost calculation will be selected for addressing the customer tender

**9. Note:**

- a. The Bidding (For Technical Part of the Bid) would be subjected to an Online / e-Tendering process. The prospective Bidders are requested to go through <https://itilimited.ewizard.in/> to understand the entire e-Tendering Process and follow the Registration and Bidding Process on <https://itilimited.ewizard.in/> as defined in the document. In case of any clarifications on e-tender portal, bidders may contact the portal helpdesk of <https://itilimited.ewizard.in/>.
- b. The Technical Bid shall be uploaded in e-procurement site of ITI Limited (<https://itilimited.ewizard.in/>). For submission of online bid and procedure to be followed, visit <https://itilimited.ewizard.in/>.
- c. ITI’s Tender document can be downloaded from ITI web site [www.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 GM-Corporate Marketing, Corporate Office, ITI Limited, Dooravaninagar, Bengaluru– 560016 email: : bindums\_crp@itilttd.co.in, vrsakum\_crp@itilttd.co.in, Mob: 8078535507, / 9535325537
- e. Technical bids will be opened at **4.30 PM on 29-10-2024**
- f. All the bids will be scrutinized as per eligibility conditions and compliance to the EOI terms & conditions.
- g. Financial Bid opening will be done after the evaluation of Technical bid (Only for technically qualified bidders).
- h. ITI and the selected partner along with OEM for SDWAN equipment can mutually discuss and explore the possibility for the Transfer of Technology to ITI in case of winning the contract for which the terms and conditions can be dealt separately.
- i. Bid offered should be valid for a period of 180 Days from the date of opening of EOI response.
- j. Conditional offers are liable for rejection.
- m. Consortium is not allowed
- n. The Bidders should give Clause by clause compliance (as per annexure III) of EOI with references to supporting documents; otherwise the offers are liable for rejection.
- o. The bidder to indemnify ITI LTD from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.
- p. In the event that ITI LTD is required to provide demonstration or working of the product to their buyers, the same shall be arranged by the bidder at latter's cost and expenditure.
- q. ITI LTD reserves the right to suspend or cancel the EOI process at any stage, to accept, or reject any, or all offers at any stage of the process and / or to modify the process, or any part thereof, at any time without assigning any reason, without any obligation or liability whatsoever.
- r. Bidders, whose Purchase Order(s) for any Project of ITI LTD was/were cancelled on risk & cost basis for nonperformance or non-submission of performance guarantee in last 2 years, are not eligible to participate in this tender.
- s. Any existing vendor/partner of ITI Ltd. willing to participate in this EOI/RFP must have a good track record with ITI or submit a Performance Clearance Certificate from the respective concerned ITI unit/office.
- t. **Cost of EOI:** The bidder shall bear all costs associated with the preparation and submission of his offer against this EOI, including cost of presentation for the purposes of clarification of the offer, if so desired by ITI LTD. ITI LTD will, in no case be responsible or liable for those costs, regardless of the conduct or outcome of the EOI process.
- u. **Amendment of EOI:** At any time prior to the last date for receipt of offers, ITI LTD, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI document by an amendment. In order to provide prospective bidder

reasonable time in which to take the amendment into account in preparing their offers, ITI LTD may, at their discretion, extend the last date for the receipt of offers and/or make other changes in the requirements set out in the Invitation for EOI.

- v. ITI LTD will not consider any or all of the bids if they are not meeting EOI requirements.
- w. ITI LTD may at its discretion reject any offers received for selection without assigning any reasons.
- x. This EOI will be available on Govt & ITI Ltd website: “<http://www.itiltd.in/> ” under its Tender/EOI Section.

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

### **I. Confidentiality**

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

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

### **II. Transparency**

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

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

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

### **IV. Arbitration:**

In case amicable settlement is not reached in the event of any dispute of difference arising out of the execution of the contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the bidder in any manner touching upon the contract, such

dispute or difference shall (Except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by ITI LTD.

- The award of the arbitrator shall be binding upon the parties to the dispute.
  - Subject as aforesaid, the provisions of Arbitration and reconciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to arbitration proceedings under this clause. The cost of arbitration shall be borne equally by both the parties.
  - Work under the contract shall be continued during the arbitration proceedings.
  - Failure to comply with any of the above conditions can result in termination of the contract, forfeiture of the security deposit, penalty as may be decided by ITI LTD and future blacklisting of the bidder.
  - The arbitration location will be at Bengaluru
- V. **Set Off:** Any Sum of money due and payable to the bidder under this customer PO may be appropriated by the customer or any other person contracting through the ITI LTD and set off the same against any claim of the customer for payment of a sum of money arising out of this EOI or under any other EOI/contract made by the bidder with the customer.
- VI. The interested bidder may like to discuss the customer tender related information, EOI Bidding Conditions, Bidding **Process and clarifications, if any with the GM Marketing.**
- VII. **Intellectual Property Rights:**
- All deliverable, outputs, plans, drawings, specifications, designs, reports and other documents and software submitted by the bidder under this customer PO shall become and remain the property of the customer and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without: the customer's prior written consent.
  - The bidder shall, not later than upon termination or expiration of this customer PO, deliver all such documents and software to the customer, together with a detailed inventory thereof.
  - The bidder may retain a copy of such documents and software but shall not use it for any commercial purpose.
- VIII. **Language of offers:** The offers prepared by the Company and all the correspondences and documents relating to the offers exchanged by the companies shall be written in English language.
- IX. **PROGRESS REPORT:**  
Selected partner shall, compile, prepare and submit on time, periodical progress reports (monthly or as required by ITI LTD) on the progress of Business orders, delivery and implementation of services on related projects where ITI LTD products & services are to be utilized.

**X. TERMINATION FOR DEFAULT:**

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

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

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

**XI. FORCE MAJEURE:**

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

**XII. TERMINATION FOR INSOLVENCY:**

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

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

**XIV. Amendment of EOI:** At any time prior to the last date for receipt of offers, ITI LTD, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI document by an amendment. In order to provide prospective bidder reasonable time in which to take the amendment into



account in preparing their offers, ITI LTD may, at their discretion, extend the last date for the receipt of offers and/or make other changes in the requirements set out in the Invitation for EOI.

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

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

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

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

Note : 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.

4. To support ITI LTD for preparation of the EOI/tender, post bid clarifications, technical presentations and any other requirements as per end customer requirement.
5. To submit OEMs MAF in the name of ITI and other OEM related certificates as per customer RFP formats and all other technical documents/certificates/data sheets/solution as per customer tender requirement
6. That we will be equipped with the required manpower with qualifications, certifications and experience as mentioned in the BSNL tender.
7. The Bidder to bring exclusive OEMs for different equipment who meets the OEM eligibility criteria as per **SECTION-3 Part A** clause 9 of BSNL RFP/tender requirement.
8. To get required certificate& support (warranty & post-warranty/maintenance) in the name of ITI LTD from the OEM as per customer tender requirement.
9. we do also hereby irrevocably and unconditionally agree and undertake to save and keep ITI Ltd, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be

instituted taken or preferred against ITI Ltd by whomsoever and all losses, damages, costs, charges and expenses arising out of non-compliance with or non-adherence to any statutory / regulatory requirements and / or any other law for the time being in force.

10. Should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing.
11. Should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment.
12. To make all arrangements and carry out Proof of Concept (PoC) at bidder's cost
13. To obtain relevant statutory licenses/certifications for operational activities at own cost.
14. To sign MoU/Teaming Agreement, Integrity Pact with ITI LTD for addressing the customer tender as per customer's tender terms and conditions.
15. To indemnify ITI LTD from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.
16. To support the offered equipment for the period including warranty and AMC as per customer tender conditions.
17. To supply equipment/components which conform to the latest year of manufacture.
18. Certify that all the hardware/ software supplied under the contract shall not contain any embedded malicious codes that could inhibit the desired functions of the equipment or cause the network to malfunction in any manner.
19. We declare that the information and documents submitted along with the EOI/customer tender are correct and we are fully responsible for the correctness of the information and documents, submitted by us.
20. We understand that if the contents of the certificate submitted by us are found to be forged/false at any time during process for evaluation of EOI/tenders, it shall lead to forfeiture of the Bid Security and may also lead to any other action provided in the contract including banning of business for a period of upto two years. Further, we and all our constituents understand that our offer shall be summarily rejected.

(Signature and Stamp of the Bidder)

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

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

The bidder M/s .....

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

(Signature and Stamp of the Bidder)

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

**Declaration regarding “Restrictions on procurement from a Bidder of a country which shares  
a land border with India  
(To be submitted on Applicant’s Letter Head).**

To,

**ITI Limited**  
**Bangalore**

Dear Sir,

In reference to bid submitted by M/s..... against ITI EoI \_\_\_\_\_ Document Number:  
.....

I/We have read the Order No:F.No6/18/2019-PPD dated: 23-July- 2020 from Department of Expenditure, Ministry of Finance regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

I/We certify that we/our Collaborator/Assignee are/is not from such a country or, if from such a country, have/has been registered with the Competent Authority and we will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

We here by certify that we fulfill all requirements in this regard and are eligible to be considered. We further confirm that evidence of valid registration by the Competent Authority, as applicable, is enclosed as

(Signature and Stamp of the Bidder)

**To**

**ITI Limited  
Bangalore**

**FORM-1**

**Format for Self declaration regarding Local Content (LC) for Telecom Product, Services or Works**

Date:

I, ..... S/o, D/o, W/o ....., Resident of  
..... in capacity of authorized signatory of  
.....( Name of Bidder entity), do hereby solemnly affirm  
and declare as under:

1. That we as a bidder agrees to abide by the terms and conditions of DPIIT Notification No. P45021/2/2017-PP (BE-II)-Part (4) Vol. II dated 19.07.2024 & DoT notification 18-10/2017-IP dated 29.08.2018 regarding Local Content (LC) and LC calculation methodology.
2. Local Content claimed: ..... %( Item wise & Total Bid wise). Attach a sheet for item wise LC.
3. Calculations for arriving at above LC content are also attached herewith along with a certificate from Cost Auditor/Statutory Auditor of Company (or Practicing Cost Accountant or Practicing Chartered Accountant in case of bidders other than Companies).
4. That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any other authority so nominated by the department of Telecommunications, Government of India for the purpose of assessing the LC.
5. That the LC for all inputs which constitute the said Telecom Product/Services/Works has been verified by me and I am responsible for correctness of the claims made therein.
6. That in the event of the LC of the Telecom Product/Services/Works mentioned/claimed herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority so nominated by the Department of Telecommunications, Government of India and I will be liable for actions & penalties as under clause 9 of Public Procurement (Preference to Make in India) Order 2017.

7. I agree to maintain all information regarding my claim for LC in the Company's record for a period of 2 years / upto completion of contract, whichever is later and shall make this available for verification to any statutory authorities.

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

Enclosure: Calculations for arriving at above LC content are also attached herewith along with a certificate from Cost Auditor/Statutory Auditor

## Bidders Profile

1.	Name and address of the company			
2.	Contact Details of the Bidder (Contact person name with designation, Telephone Number, FAX, E-mail and Web site)			
3.	Area of business			
4.	Date of Incorporation			
5.	Annual Turnover for 3 financial years (Rs in Cr)	2021-22	2022-23	2023-24
6.	Net worth for the year 2023-24 (Rs in Crs)			
7.	GST Registration number			
8.	PAN Number			
9.	CIN Number, if applicable			
10.	Number of technical manpower in company's rolls			

(Signature and Stamp of the Bidder)



**Compliance Statement**

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

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

(Signature and Stamp of the Bidder)

**Work Experience Details – project wise**

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

(Signature and Stamp of the Bidder)

**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 2024

BETWEEN:

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

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

Preamble

WHEREAS the Principal intends to enter into an MOU of partnering business opportunities of common interest and able to generate synergies in execution of such business for .... (name of the Stores / equipment / items). The Principal, values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal has appointed an Independent External Monitor (IEM), who will monitor the EOI process and the execution of the contract for compliance with the principles as mentioned herein this agreement.

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

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

#### SECTION 1 – COMMITMENTS OF THE PRINCIPAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### SECTION 4 – PREVIOUS TRANSGRESSION

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

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

#### SECTION 5 – COMPENSATION FOR DAMAGE

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

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

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

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

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

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

## SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

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

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

Shri Atul Jundall, IFS (Retd.)

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

- 8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.
- 8.3 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents Bidder(s)/Contractor(s) with confidentiality.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Bidder(s)/Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.

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

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

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

## SECTION 9 - FACILITATION OF INVESTIGATION

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

## SECTION 10 - LAW AND JURISDICTION

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

2. ....

1. ....

2. ....

Financial Bid

S. No.	Item	Qty	Basic Unit Price excluding all taxes & charges	FF		GST						All-inclusive Unit cost	Total price inclusive of all levies and charges including GST	Total price inclusive of all levies and charges excluding GST	Full 8 digit HSN for goods and 6 digit SAC for services	TDS section	TDS rate
				Packing		CGST		SGST		IGST							
				Rate	Amount	Rate	Amount	Rate	Amount	Rate	Amount						
1	2	3	4	5	6=5x4	7	8=7x(4+6)	9	10 = 9x(4+6)	11	12= 11x(4+6)	13=4+6+ [(8+10) or 12]	14=3x13	15	16	17	18
1	A1-Routers																
	Branch Type																
1.1	Tier-1/Type1/Large	58															

1.2	Tier-2/Type2 (a)/Medium	800															
1.3	Tier-2/Type2 (b)/Medium	4200															
1.4	Tier-2/Type3 (a)/Small/Rural	10900															
1.5	Tier-2/Type3 (b)/Small/Rural	10900															
1.6	Data Centre	4															
	<b>Total Cost (A1)</b>																
<b>2</b>	<b>A2-Routers installation and commissioning Charges</b>																
	Branch Type																
2.1	Tier-1/Type1/Large	58															
2.2	Tier-2/Type2 (a)/Medium	800															

2.3	Tier-2/Type2 (b)/Medium	4200																	
2.4	Tier-2/Type3 (a)/Small/Rural	10900																	
2.5	Tier-2/Type3 (b)/Small/Rural	10900																	
2.6	Data Centre	4																	
														<b>Total Cost (A2)</b>					
<b>3</b>	<b>B1-Managed LAN Switches</b>																		
	Type of LAN Switch / Transceivers																		
	<b>LAN Switch</b>																		
3.1	8 ports	2000																	
3.2	16 ports	2000																	
3.3	24 ports	2000																	
3.4	48 ports	2430																	
3.5	Aggregator-24 Ports	900																	

	<b>Transceiver</b>																
3.6	1-Gig Copper Transceiver	100															
3.7	1-Gig Fibre Transceiver	100															
	<b>Total Cost (B1)</b>																
<b>4</b>	<b>B2-Managed LAN installation and commissioning Charges</b>																
	Type of LAN Switch / Transceivers																
	<b>LAN Switch</b>																
4.1	8 ports	2000															
4.2	16 ports	2000															
4.3	24 ports	2000															
4.4	48 ports	2430															
4.5	Aggregator-24 Ports	900															
	<b>Transceiver</b>																

4.6	1-Gig Copper Transceiver	100																		
4.7	1-Gig Fibre Transceiver	100																		
														<b>Total Cost (B2)</b>						
<b>5</b>	<b>C1 - Outdoor Unit (ODU)</b>																			
	ODU compatibility																			
5.1	4G compatible	6000																		
5.2	4G and 5G compatible	1000																		
														<b>Total Cost (C1)</b>						
<b>6</b>	<b>C2 - Outdoor Unit (ODU) installation and commissioning charges</b>																			
6.1	ODU compatibility																			

6.2	4G compatible	6000															
6.3	4G and 5G compatible	1000															
	<b>Total Cost (C2)</b>																
7	Any other Item if found necessary (D1)																
	<b>Total Cost (D1)</b>																
8	Installation and commissioning Charges for other items at S. No 7 above (D2)																
	<b>Total Cost (D2)</b>																
9	CAMC Charges for Equipment																



	(A1+B1+C1+D1)												
9.1	Ist Year												
9.2	2nd Year												
9.3	3rd Year												
9.4	4th Year												
9.5	5th Year												

Item	Qty	Per Per Resource annual charges (Price quoted inclusive of all the taxes except GST) in Rs. for 1st Year 25-26	Per Resource annual charges (Price quoted inclusive of all the taxes except GST) in Rs. for 2nd Year 26-27	Per Resource annual charges (Price quoted inclusive of all the taxes except GST) in Rs. for 3rd Year 27-28	Per Resource annual charges (Price quoted inclusive of all the taxes except GST) in Rs. for 4th Year 28-29	Per Resource annual charges (Price quoted inclusive of all the taxes except GST) in Rs. for 5th Year 29-30	Per Resource annual charges (Price quoted inclusive of all the taxes except GST) in Rs. for 6th Year 30-31	Total Charges for 6 years (Price quoted inclusive of all the Taxes except GST) in Rs.
	A	B1	B2	B3	B4	B5	B6	C=A x (B1+B2+B3+B4+B5+B6)
Resident Engineer	105							
<b>Total Cost (E)</b>								

<b>F- Buy Back Cost of CPE</b>				
<b>Type of CPE (Router)</b>	<b>Make &amp; Type of Routers</b>	<b>No. of CPE (Routers) required to buy back</b>	<b>Per CPE (Router) buy back cost (Prices shall be inclusive of all the taxes except GST) in INR</b>	<b>Total CPE (Router) buy back cost (Prices shall be inclusive of all the taxes except GST) in INR</b>
		A	B	C = A x B
CPE (Router) Type-1	HP MSR 50-40 Router	141		
CPE (Router) Type-2	HP MSR 30-20 / 3024 Router	8147		
CPE (Router) Type-3	HP MSR 20-20 / 2003 Router	20974		
<b>Total Cost (F)</b>				

Total Project Cost ( <b>A1+A2+A3+B1+B2+B3+C1+C2+C3+D1+D2+E-F</b> ) in Rs. (Round off to Rupees)	
Total Project Cost ( <b>A1+A2+A3+B1+B2+B3+C1+C2+C3+D1+D2+E-F</b> ) in words (Round off to Rupees)	

**Notes for bidder:**

1. Bidder must mandatorily quote for all GST components (CGST, SGST, and IGST) as required. If a bidder quotes in-correct GST rates and becomes successful, then basic unit price will be adjusted so as to allow correct GST rate but keeping the all-inclusive rate same as quoted by bidder
2. The bidder who submits the offer with concessional Goods and Services Tax (GST) shall submit the proof of applicable concessional GST. In case the concessional GST is not creditable to BSNL it should be included in the price of the goods/services."
3. In case, dealer is registered under compounding scheme or any rule/notification where the BSNL is not eligible for input tax credit then the bidder should not disclose any amount in column 7 to 12
4. %age Rate of FF,P & I should be shown of Basic Unit Price excluding all taxes & charges ( i.e. as %age of Col.4)
- 5.The FF P& I amount quoted shall not be subject to change after bid evaluation/ ordering on account of change of Copper, Lead base price, changes in duties & taxes of item, etc.
6. Bidder must mandatorily mention full 8 digit HSN or 6 digit SAC
7. The Bidder shall quote the cost of CAMC for a period of 5 years for all the elements from the date of completion of the project and on the expiry of the warranty. The Bidders shall quote the CAMC prices as a percentage of the quoted equipment cost for each of the years as per SOR items

**Declaration by bidder:**

1. "We hereby declare that in quoting the above prices, we have taken into account the entire credit on inputs available under the GST Act introduced w.e.f. 1 July 2017 and further extended on more items till date".
- 2."We hereby certify that HSN/ SAC shown in column 14 or 15 are correct & credit of GST for the amount shown incolumn 14 above are admissible per GST Laws."

## Final Computation of Price Bid

Sl. No	Description	Price/Margin
A	Total Project Cost as per Annexure VI A in INR (without Taxes) i.e (A1+A2+A3+B1+B2+B3+C1+C2+C3+D1+D2+E-F) of Annexure- VI A	
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

- 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”
- d. The lowest quoted bidder(least “D”) considering the above cost calculation will be selected for addressing the customer tender