

Notice inviting EOI for Selection of Consortium Partner to participate in the tender for Supply of 5G NSA ready SIMs/USIMs for BSNL customers in PAN India.

Ref: CORP/MKTG/BSNL/SIM/2025/09

Date: 04-07-2025



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

Website: 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 tenders floated by BSNL for Supply 5G NSA ready SIMs/USIMs for BSNL customers in different Circles”. This EOI is floated for selection of System Integrator/OEM who is ready to work with ITI Limited as consortium partner for this BSNL tender. 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 04-07-2025
Due Date for EOI Submission	Date: 07-07-2025 12 PM
Due Date of Bid Opening	Date: 07-07-2025 12.30 PM (Bids will be processed subject to customer tender due date extension)
ITI LTD Contact Person	Contact details : 1. DGM- MSP KTK & CM, Corporate Marketing, Corporate Office, ITI Limited, Dooravaninagar, Bengaluru– 560016 email: mmurali_crp@itiltld.co.in Mob: 9482501476 2. CMR(Mktg), Corporate Marketing, Corporate Office, ITI Limited, Dooravaninagar, Bengaluru– 560016 email : vrsakum_crp@itiltld.co.in Mob: 9535325537
Mode of submission	The 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/

3. Scope of Work

The scope of work includes

Supply of 5G NSA ready SIMs/USIMs for BSNL customers in different Circles as per BSNL tender requirement.

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:

1. Tender Enquiry for supply of 1 crore 128k re-pluggable (2ff+3ff+4ff) 5G NSA ready SIM/USIM from the experienced & eligible bidders to BSNL PAN India (BSNL Tender Enquiry No.: MM/NWP-GSM/5G USIM/T-848/2025 issued on 13.05.2025)
2. OPEN POLICY FOR EMPANELMENT OF VENDORS FOR SUPPLY OF SIM/USIM CARDS - REVISED (BSNL EOI No. BSNLCO-NGSM/18(11)/1/2020-NWP-GSM-II Dated: 01.08.2024)

4. Eligibility Criteria

4(i)	Eligibility Criteria of Applicants		
	A.	a. The bidder shall be a company registered and incorporated in India under the Indian companies Act, 1956 or 2013 or an LLP registered under LLP Act 2008 or a partnership firm registered under partnership act 1932.	i. Following documents in respect of sole Bidder shall be submitted: (a) Copy of Certification of Incorporation / Memorandum of Association (MoA) and Articles of Association (AoA)/ registration certificate with LLP agreement (b) Copy of PAN card (c) Copy of GST Registration
	B.	<u>Turnover</u> The bidder shall have minimum average annual turnover of Rs. 5 Crores from SIM / USIM / Smart Cards/Chip Module business during the last three financial years out of last four FYs-2020-21, 2021-22, 2022-23, and 2023 24..	Audited annual reports and a certificate from CA clearly stating the turnover from SIM/ USIM/ Smart Cards business.

C	<p><u>Networth</u></p> <p>The Net worth of the Bidder should be positive during financial year 2023-24 or 2024-25</p>	Auditors Net worth certificate for 2023-24 or 2024-25
D.	<p><u>Experience:</u></p> <p>i. The bidder shall have a production facility to manufacture/ personalize at least 1 million SIM/USIM Cards per month.</p> <p>ii. The Personalization Centre shall be in India and shall have the facility to customize / personalize at least 1 million SIM/USIM cards per month as per the requirement of different Cellular licensed areas of BSNL.</p>	<p>Supporting documents to be provided: - (i) Bidder should submit the Infrastructure Assessment (IA) certificate</p> <p>(ii) Client contact details i.e., name of contact persons, postal address, official email, tel.</p> <p>(iii) Work Experience Details as per Annexure IV</p> <p>(iv) Details of customization/ personalization center shall be given as per the format Annexure I -Appendix VI</p>
E.	<p>Bidder shall submit a valid TSEC against technical specification as per specification mentioned in Section 3 Part B (DTR)/ 5G NSA USIM technical specification issued vide letter no. BSNLCO-NGSM/18(11)/1/2020-NWP GSM-II-Part (1) dated 03 April 2023 at the time of bid submission. However, if TSEC is not available at the time of publication of this tender, bidder may apply for TSEC to BSNL QA & Insp. circle for obtaining TSEC against this tender before bid submission as per QA circle procedure & guidelines.</p>	TSEC Certification or application for TSEC to BSNL to be submitted along with the bid
F	<p><u>Blacklisting :</u></p> <p>Bidder shall submit a self-declaration that they are not under blacklisting/debarment 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</p>	<p>Undertaking as per Annexure I -Appendix II to be submitted along with the bid</p>

		bidder is 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. Government/Govt. of India/Central PSU/Any country in the last 5 years preceding the date of submission of the bid.	
	G	<p>Compliance to PMI Policy</p> <p>In accordance to guidelines of DPIIT, GoI issued vide order No. P 45021/2/2017-PP (BE-II)-Part (4) Vol.II Dated 19th July 2024 & No. P 45021/102/2019-BE-II-(part(I) (E-50310) dated 04.03.2021 and instructions / amendments issued from time to time by Govt. of India, regarding preference to Make in India, only Class-I and Class-II Local Category suppliers of the tendered items (as defined in above circulars) are eligible to bid for this TENDER. It is mandatory for the bidder to submit a self-certification as per proforma in Section 7 Part F, along with the bid that the items (Excluding any Services (I&C) and AMC values) offered as package in this tender meets the minimum local content and shall give details of the locations at which the local value addition is made. In addition, bidder is also required to provide all documents required as per referred revised Guidelines and a certificate from the statutory auditor or cost auditor of the company, substantiating the percentage of local content claimed by bidder, in accordance to PMI letter dated 19.07.2024 & 04.03.2021.</p>	<p>Self-declaration regarding Local Content (LC) as per Annexure I -Appendix IV and Auditor Certificate for local content of the complete bid.</p> <p>The declaration relating to the percentage of local content must be certified by the statutory auditor or cost auditor of the respective bidder or consortium partner, as applicable.</p>
	H	Any bidder (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 both the bidder registered with the competent authority prescribed in accordance to new MoF order issued vide	<p>Annexure I Appendix III to be submitted along with the bid</p> <p>Registration Certificate(s) must be submitted along with the proposal under this tender</p>

		F. No 7/10/2021-PPD (1) dated 23.2.2023 (available on MoF's website).	
	I	Tax Registration: i. The Bidder should have valid Goods and Services Tax (GST) number. In case of multiple GST numbers, all the numbers can be provided as an Annexure. ii. The Bidder should have valid PAN No	<ul style="list-style-type: none"> • GST Registration Certificate • Copy of PAN
	J	The mandatory testing and certification of telecom equipment (MTCTE) provides that every telecom equipment must undergo mandatory testing and certification prior to sale, import of use in India. The supplied equipment should meet above guidelines as applicable.	Details regarding certification/ compliance to be provided along with the proposal
	K	The instructions regarding supply of 'Trusted products' as mandated by DoT vide File no- 20-271/2010 AS-I (Vol-III) dated 11.07.2022, along with its amendments, issued from time to time, shall have to be complied for this tender. The bidder shall have approval as a trusted source from the National Security Council Secretariat (NSCS) as per extant Government of India guideline during which NSCS may assess its manufacturing consortium partner also.	Annexure I Appendix V to be submitted along with the bid
	L	Bidder shall submit a list of Key technical personnel.	Undertaking with Key technical Manpower details to be provided
	M	Bidder should submit write up on Project Implementation Plan and capability (technical and financial) on how the project will be executed by the bidder covering the topics & presentation to be followed after technical evaluation	Write-up on Project Implementation Plan and capability (technical and financial) on how the customer EOI/tender implementation will be executed by the bidder

	N	<p>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.</p> <p>ITI LTD reserves the right to verify the correctness of the client certificates (PO Copies/Work orders) and any other information submitted by the bidder in his offer. In case of any wrong information submitted by bidder, the bid will be rejected and subsequently the bidder will be blacklisted from doing any business with ITI Limited. The experience details to be filled as per Annexure – IV</p>	self-certificate with proper contact detail of customers to be provided
4(ii) Checklist of documents/information to be submitted by bidder			
a.	All eligibility documentary proof as per clause 4(i)		
b.	Authorization to ITI Limited from the OEMs for addressing the tender if applicable		
c.	Quality Certificates		
d.	CIN (Corporate Identity Number), if applicable		
e	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		
f.	List of Directors / CEO / COO including their name (s) and address(s) Director Identification Number [DIN] of all the Directors. Corporate Identity Number [CIN].		
g.	Undertakings (in Company letter head) for acceptance of terms and conditions as per Annexure I -Appendix I.		

h.	Undertaking (in Company letter head) to be submitted by bidder as per Annexure I - Appendix II	
i.	Undertaking(in Company letter head) from Bidder/s and OEM regarding no land border sharing as per Annexure I -Appendix III	
j	FORM-1 - Format for Self declaration regarding Local Content (LC) for Telecom Product, Services as per Annexure I – Appendix IV	
k	Format for essential information for applying to NSCS (Trusted Telecom Portal)as per Annexure I – Appendix V	
l	Format for Details of customization / personalization center as per Annexure I- Appendix VI	
m	Bidders Details as per Annexure II	
n	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 & Compliance for all the clauses of 4(iii)	
o	Brief technical literature of the offered equipment	
p	Pre-Contract Integrity Pact as per Annexure-V	
q	Experience Certificate as per Annexure-IV should be submitted on their client letter head	

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 with OEM to submit the MAF in the name of ITI LTD and must work with ITI LTD	
8	All commercial terms (proportionate to the scope of work) will be as per the customer Tender/PO.	
9	Earnest Money Deposit (EMD) : The Bidder shall furnish EMD of Rs. 64 Lakh in the form of BG as per Customer tender requirement, at the time of customer tender submission. Undertaking regarding the same need to be submitted along with the EOI bid proposal Undertaking regarding the same needs to be submitted along with the EOI	
10	PBG: The selected bidder has to provide PBG for the entire contract value while placing the contract after winning the customer tender Note: ITI LTD reserves the right to verify the genuineness of the BG with the bidder's bank.	
11	Delivery Schedule: <ul style="list-style-type: none"> • Delivery Schedule as per the end customer Tender/ PO on back to back basis (proportionate to the scope of work) • Period of execution shall be in line with the end customer • The project I&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. 	
12	LD Clause: 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	Payment Terms: <ol style="list-style-type: none"> 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. b. Payment to the partner shall be done after deduction of all <ol style="list-style-type: none"> i. LD/recoveries imposed by end customer (if any) (proportionate to the scope of work), and ii. ITI LTD's margin & statutory dues If the partner is in disagreement with the deductions, the partner will have to write to ITI LTD with all the explanation & supporting documents	

5. Financial Bid

Name of Bidder:

Sl. No	Description	Price/Margin
A	Submit Lumpsum details for supply and service items as per Bill of Material (BoM) 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

Note: SoR & SoW as per BSNL Tender document

- Bidders can quote for the interested clusters and financial bid evaluation will be cluster wise
- During evaluation bidders with least “D” will be considered as L1
- The bid having higher value of “B” will be selected in case of tied D
- 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”
- The lowest quoted bidder (least “D”) considering the above cost calculation will be selected for addressing the customer tender for that cluster.
- The price quoted at ‘A’ is an indicative price, 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.

6. Special Conditions of EOI:

- 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.
- The selected SI, who has partnered with ITI for this tender/ project shall not partner with any other lead bidder for the same tender/project
- 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”
- During evaluation, bidders with least “D” will be selected as the partner for this tender.

7. 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. During evaluation, ITI Ltd may call bidders for a detailed presentation
- b. Financial Bid opening will be done after the evaluation of Technical bid (Only for technically qualified bidders).

8. 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.itilttd.in or CPP portal 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 DGM-Corporate Marketing, Corporate Office, ITI Limited, Dooravaninagar, Bengaluru– 560016 email: : mmurali_crp@itilttd.co.in, vrsakum_crp@itilttd.co.in, Mob: 9482501476 / 9535325537
- e. Technical bids will be opened at 12.30 PM on 07-07-2025
- f. All the bids will be scrutinized as per eligibility conditions and compliance to the EOI terms & conditions.
- g. Financial Bid opening will be done after the evaluation of Technical bid (Only for technically qualified bidders).
- h. ITI and the selected partner 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.

- k. Consortium bids are not allowed
- m. 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.
- n. The bidder to indemnify ITI LTD from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.
- o. 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.
- p. 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.
- q. 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.
- r. 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.
- s. **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.
- t. **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.
- u. ITI LTD will not consider any or all of the bids if they are not meeting EOI requirements.
- v. ITI LTD may at its discretion reject any offers received for selection without assigning any reasons.
- w. This EOI will be available on Govt & ITI Ltd website: "<http://www.italtd.in/> " under its Tender/EOI Section.
- x. In case of consortium, all the required documents as per EOI including eligibility documents, undertakings, declaration etc is applicable to consortium partner and to be submitted as part of the bid proposal. "Bidder" refers in the EOI to be read as Sole bidder/consortium.

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 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 (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)

Annexure-I- Appendix II

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

I/We hereby declare that my company has not been debarred / black listed as on Bid submission date by any State Government, Central Government, Central & State Govt. Undertakings / Organizations and by any other Quasi Government bodies / Organizations, and any other major Enterprise / Organizations in India for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices.

(Signature and Stamp of the Bidder)

Annexure-I - Appendix III

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

Reference 1: BSNL T.E. No.....issued on.....

Reference 2: Department of Expenditure Office Memorandums (OMs) No. 7/10/2021-PPD (1) dated 23rd February 2023.

I, _____ in capacity M/s.....having of authorized Regd. signatory of office at..... being a participant bidder in BSNL Tender Enquiry cited at reference 1 above, hereby declare that I have read and understood the clause regarding Restrictions under Rule 144(xi) of the General Financial Rules (GFRs) 2017 on grounds of Defence of India and National Security issued vide OM cited at reference 2 above, on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

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

(Name of the authorized signatory)

Signature

Designation in Company

Seal / Stamp of Company

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

Annexure-I - Appendix IV

Form-1

Format for Self-declaration 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 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 correctness of the claims made therein.

LC claimed for offered item:% age.

**(Local content Calculation sheet and a certificate from cost auditor/ statutory auditor
also be attached)**

That in the event of the LC of the Telecom Product/Services/Works mentioned herein is
found to be incorrect and not meeting the prescribed LC norms, based on the assessment of
an authority so nominated by the Department of Telecommunications, Government of India
and I will be liable as under clause 9 (f) of Public Procurement (Preference to Make in India)
Order 2017.

I agree to maintain all information regarding my claim for LC in the Company's record for
a period of 2 years and shall make this available for verification to any statutory authorities.

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

For and on behalf of _____ (Name of Firm/Entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact no and date>

Annexure-I - Appendix V

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

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

Annexure-I - Appendix V1

Details of customization / personalization center

Name of the Company	
Location/ Address	
Area	
Year of commencement	
Services offered by the center	
Resources available	
Total No. of Employees	
Installed Capacity (per month)	
No. of cards personalized till the 31st December of last year	
Response Time (with Quantities) in weeks	
No. of card Personalization equipment	
Type of Equipment	
Make of Personalization Equipment	
Capacity of each equipment	
Security Arrangement	
Logs of usage/Production	
Personalization Process	
Logistics	
Quality Control Process	
Preventive Maintenance	
Arrangement for Critical Data Backup	
Emergency situations handling (faster deliveries in Emergency situations)	
Re-personalization	
Any other information	
Telephone No./Email ID	

Annexure-II**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 or 2024-25 (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

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

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

(Signature and Stamp of the Bidder)

Work Experience Details – project wise

Sl. No	Information Required	Details
1	Name & Scope of work of the project	
2	Entity for which the project was undertaken (Customer Name & Contact Details including email ID, Contact number	
3	Project Cost	
4	PO No & Date	
5	Date of commencement of the project	
6	Role of bidder	
7	Brief Description of the project	
8	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 onday of 2025

BETWEEN:

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

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

Preamble

WHEREAS the Principal intends to 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 person 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 Act 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 be the seat of the Principal.

1.2 The actions stipulated in this Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the 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.

