

Ref: ITI/NSU-Delhi/2025-26/IAF/AFCEL/ Tower (Foundation & Erection) infra and OFC.

Date 05.09.2025



NOTICE INVITING TENDER FOR

Expansion and Security Enhancement of 4G LTE and 5GNSA Network which comprises of RAN (eNodeB+gNodeB) Tower (foundation & Erection) infra and all accessories including OFC connectivity to the existing backhaul network to be installed and commissioned.

Ref: ITI/NSU-Delhi/2025-26/IAF/AFCEL/ Tower (Foundation & Erection) infra and OFC.

ITI LIMITED

**(A Govt. of India Enterprise)
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CINNo: L32202KA1950GOI000640**

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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 like ISRO.

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 has diversified its operation and has been executing projects in the field of Smart Infrastructure (Smart Cities, Safe Cities, Smart Energy Meters, Smart Classrooms, Smart Poles etc), Bharatnet etc. ITI has been executing projects in latest technologies like GPON, OLT, ONT, OFC, HDPE etc.

ITI Limited would like to address the tender for **Expansion and Security Enhancement of 4G LTE and 5GNSA Network which comprises of RAN (eNodeB+gNodeB) Tower (foundation & Erection) infra and all accessories including OFC connectivity to the existing backhaul network to be installed and commissioned, with two years warranty.** The details are given below:-

- **New Tower Sites (Total 70):** At 60 new tower sites with 4G (eNode-Bs) and at 10 new tower sites 5G (eNode-Bs and gNode-Bs) are to be established afresh. The complete infrastructure in terms of ground based towers (45Mts) as per requirement, deployment, clearance in three sectors, earthing, lightning arrestor, fibre connectivity (with average 250 mts) to the nearest network switch, power cabling (within 100 mts) to the nearest source, etc. needs to be provisioned. The systems/equipment should be housed in IP 65 compliant and will be deployed outdoor.

| Sl. No. | Name of the items | Unit | Qty |
|---------|--|-------|-----|
| 1 | RAN(eNodeB+gNodeB) equipment with associated tower/infra and all accessories including OFC connectivity to the existing backhaul network to be installed and commissioned, with two years warranty. Complete infrastructure including tower, earthing, lightning arrestor etc. need to be established. | Sites | 10 |
| 2 | RAN(eNodeB) equipment with associated tower/infra and all accessories including OFC connectivity to the existing backhaul network to be installed and commissioned, with two years warranty. Complete infrastructure including tower, earthing, lightning arrestor etc. need to be established. | Sites | 60 |

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| | | | |
|---|--|-----|----|
| 3 | Laying of OFC cable including all the accessories like duct, coupler, joint enclosures & etc. to the site location on all the chambers as per the standard norms & connectivity to the existing backhaul network | Kms | 20 |
|---|--|-----|----|

1. TECHNICAL SPECIFICATIONS OF GROUND BASED TOWERS:

- The steel used in fabrication of the Tower should be from the reputed manufacturers conforming to the relevant BIS standards.
- The aviation lamp provided on the tower should meet the requirements of international civil aviation organization and shall be of LED type and AC/DC powered.
- Additional antennae fixtures, gantry, lightning arrestors and feeder cable rack/runways, platform with handrail wherever required should be provided by the Bidder as per the actual requirement and painted suitably. The horizontal gantry must be provided with the covering GI mesh as a protective measure. All such material shall be made of hot dip galvanized material.
- Soil capacity test needs to be performed by Bidder at the tower foundation site and accordingly plan the foundation.
- The Bidder shall be responsible to keep informed the IAF the progress on the execution of Tower work and the Buyer reserves the right to inspect the quality at any stage of the construction.
- GBT will be of 45 mtrs, capable to withstand 170 Km/hr Wind speed.
- The structure should not add to the RF loss in any sector.
- Should be capable of carrying at least Six GSM/UMTS Antenna and Nine Remote Radio head units.
- Proper Lightning arrester and protective mechanism needs to be installed at all tower/pole structures. Necessary surge protection needs to be provided by tile bidder.
- Four earthing pits are to be constructed one for tower body, second for Lightning Arrestor third for power supply and fourth for equipment earthing. The maximum earth resistance of the tower body earthing and Lightning Arrestor should not be more than 5 ohm, for power supply should not be more than 2 ohm and for equipment earthing should not be more than 1 ohm.
- At all ground based sites, concrete flooring is to be done to keep the site clean, with sufficient slope to enable rain water exit and avoid plantations growing up. The area for concrete flooring would be around 3mx3m with a minimum thickness of 125mm on compacted and should be sufficiently above from the nearby ground level to avoid any water logging.
- Vendor is required to design and install platforms with handrail at the antenna support for each tower together with caged steps to facilitate antenna installation and repair.
- The vendor has to deploy fully trained and professional persons on the construction activities and they have to be in proper protective gears for their safety.
- Proper separation of lightning arrester strip is to be maintain throughout the tower body from top to bottom using insulators.

2. EARTHING REQUIREMENTS:

- Four earthing pits are to be constructed one for tower body, second for Lightning Arrestor third for power supply and fourth for equipment earthing. The maximum earth resistance of the tower body earthing and Lightning Arrestor should not be more than 5 ohm, for power supply should not be more than 2 ohm and for equipment earthing should not be more than 1 ohm.

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- The earthing pit should be maintenance free earthing system consisting of CPRI tested UL listed copper bonded steel rod with 99.99% pure copper coating (thickness of 254 microns) duly tested as per IEC 62561-2 and designed for advanced chemical earthing.
- Wherever the desired earth resistance is not achieved through ground rods or grid conductors, earth-enhancing compound is to be placed around the rod in either a dry form or premixed in slurry to increase the diameter of the electrode. Grid earth pits are to be made to achieve the desired earthing values.
- The copper bonded steel rod shall be UL listed and manufacturer shall provide approval certifications at the time of inspection.

- Fault current carrying capacity: The earth electrode/grid should be able to withstand the fault current up to 25kA (peak) for one second.
- Acceptable earth resistance values: - The acceptable earth resistance of an earth grid (Combination of Multiple Earthing connected in parallel shall be designed as per the soil resistivity report) to achieve the above mentioned earthing values.
- Testing of Copper coated /bonded steel rods:-
 - The rod shall be UL tested and manufacturer shall provide test certificate for the same.
 - The rod shall be tested for conditioning/ageing, environmental test, mechanical test and electrical test parameters.
 - The copper bonded steel rod shall be tested for fault current withstand capacity of 25 kA from CPRI.
 - The rod shall be tested for bending, thickness and tensile as per IEC 62561-2:2018.
 - As per IEC 62561-2, Earth rods shall be mechanically robust to ensure correct installation. The material of choice shall be sufficiently malleable to ensure that no cracking of the rods takes place during installation. It should also exhibit good corrosion resistance.

- Earth Enhancing Compound. Earth enhancing compound is a superior conductive material that improves earthing effectiveness, especially in areas of poor conductivity (rocky ground, areas of moisture variation and sandy soils etc). It improves the conductivity of the earth electrode and ground contact area. It shall conform to requirements as per IEC-62561-7 and possess the following characteristics: -
 - Compliance to IEC-62561-7 specification (RoHS test, Leach test, Corrosion test, Resistivity & Sulphur) should be certified by NABL accredited laboratory.
 - Should be carbon based material, free from hazardous substances.
 - Should have permanent life span of more than 25 years.
 - Resistivity should be less than 0.12 Ohm-m.
 - Should have high conductivity, improves earth's absorbing power and humidity retention capability.
 - Should be suitable for installation in dry form or in a slurry form.
 - Should be permanent, maintenance free and in its set form maintains constant earth resistance with time.
 - Should be thermally stable.
 - Should not dissolve, decompose or leach out with time.
 - Should be suitable for soils of different resistivity.
 - Should not pollute the soil or local water table and meets environmentally friendly requirements for landfill, should not be explosive, cause burns, irritation to eyes, skin etc.
 - Material should be supplied in sealed moisture proof bags.
 - The earthing system will be accepted only if the stipulated values are achieved.

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3. LIGHTNING ARRESTOR REQUIREMENTS:

- A lightning arrestor has to installed at tower top of all the new sites to protect the tower infrastructure and equipment positioned at the bottom of the tower.
- The Direct Lightning strike protection system should be based on advance technology Early Streamer Emission designed to intercept the lightning by anticipating an upward leader by corona effect before a lightning strike and safely convey the lightning current to earth through a known and preferred route.
- It shall include components like air termination equipment, Air Terminal maintenance/function test meter, LCD based advanced Lightning Flash Counter, mechanical support and down conductor(s) terminated to earthing system (the Specifications of the earthing system are stipulated below).
- The design of the components shall be in accordance with ESE standards NFC 17-102 and also proven with Indian conditions and traceable to field research, laboratory testing, fundamental analysis, and statistical levels of the lightning event.
- Essential Requirements for Air Terminal.
 - Air terminal must be Early Streamer Emission type and comply with international ESE standards such as NFC-17-102 to provide an umbrella protection against lightning strikes.
 - It should also be tested in a high voltage laboratory for evaluation of gain in triggering time.
 - The laboratory test must be in accordance with NFC-17- 102 Appendix-C.
 - The calculation of protection radius of the air terminal must be based on the Rolling Sphere Methodology (RSM) as per standards.
 - The air terminal shall be non- radioactive and require no special licensing.
 - The materials used shall be non-corroding in all weather conditions i.e. rain, thunderstorm, snow, wind, dry and humid conditions.
 - The air terminal must be totally autonomous electric device collecting the energy from the ambient electrical field.
 - The offered air terminal must work on negative as well as positively polarized cloud discharges.
 - The air terminal offered must not be fitted with user replaceable parts/components such as batteries/transducers/piezo electric cells etc. The operation of the air terminal must be purely autonomous and do not use batteries or any other external source of power for its normal operation.
- Air Terminal Specifications.
 - Type Early Streamer Emission (ESE) Lightning Conductor Air Terminal.
 - Delta T 45 IJs for the given protection radius.
 - Material used Stainless Steel Water Proof Enclosure.
 - Level of Protection Level -II I protection (Standard Grade).
 - Height of elevation pole 5 meter above the tower top.
 - Constructional details Central Pick-up rods, upper and lower series of electrode sand triggering device housed in a stainless steel weather proof and non-corroding Housing.
 - Triggering device- type Electronic triggering device fitted inside the stainless steel housing.

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- Sensors -type Lower and upper series sensors arranged around the central pick-up rod internally connected with the triggering device for the fast sensing of atmospheric charge build-up.
- Down conductor.
 - A good quality ISI mark PVC insulated flexible copper / copper strip with spacers down conductor should be provided with suitable clamping/saddling to convey the captured energy by the ESE Air terminal to the grounding system to a maintenance free low impedance earth pit charged with chemical earth enhancing compound.
 - Two down conductors must be used if the height of the installation is more than 28 meters or the horizontal run of the down conductor is more than the vertical height.
 - Down conductors should be provided for each Air Termination as per ESE standard NFC 17-102 and should be connected to individual earth pits.
 - The size of down conductor should not be less than 50 Sq.mm.
 - Down conductor used should be pure electrolytic Copper Cable with PVC insulation. In the final 3m to the ground and where it is exposed to human intervention, the down conductor shall be placed in protective PVC pipe of 3mm minimum wall thickness so as to avoid mechanical damage and increase human safety.
 - The down conductor should not be subject to bends of less than 0.5 meters radius.
 - The down conductor shall be secured to the structure/building by approved metallic fastenings at least every 1 meter.
- Transient Event Counter. A suitable lab certified tested transient Event Counter with the following specification should provide for the indication of direct and indirect lightning strikes to the tower by detecting and metering current impulses associated with lightning strikes.
- Technical Specification for 3 Digit LCD Transient Event Counter in IP67 Enclosure.
 - Current Sensitivity 3KA for 8/20IJs impulse.
 - Operating range min 3KA, max >150KA.
 - Display Resettable 6 digit LCD counter.
 - Power source Lithium battery 10 years life.
 - Weight Less than 200 gm.
 - Construction ABS Enclosure, IP 67 rating.
- All the equipment, structures & earth pit should be bonded together to form one complete system to ensure that there is complete continuity in the lightning protection system and thus eliminating the possibility of any flashover.
- 4. **OFC Laying:** Laying of OFC cable including all the accessories like duct, coupler, joint enclosures & etc. to the site location on all the chambers as per the standard norms & connectivity to the existing backhaul network. The laying of OFC cable is to 250 mtr approx. each site/as per intimation by customer after the award of work order. Total approximate length of OFC cable laying length is 20KM (Approx).

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In this connection ITI Limited, invites sealed Expression of Interest (TENDER) from eligible bidders for addressing the above tender opportunity and implementing the project as per their scope of work finalized with ITI.

2. Important Dates.

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| Date of TENDER Upload | 06.09.2025 |
| Due Date for TENDER Submission | 10.09.2025 upto 11.00 AM |
| Technical Specification/RFP Copy | Willingness bidder shall Collect the Technical Specification/RFP hard copy prior to two days from the last date for submission of bid. Bidder may collect the hard copy of RFP from the below address:- ITI Limited(A Government of India Undertaking) 1st Floor Scope Complex Core 6, Scope Complex Building, Lodhi Road, New Delhi-110003. |
| PreEmpanelment Queries/Pre Bid meeting | NO |
| ITIContact Person | Mr.Sandeep Kumar, DGM-Projects Email:-skumar_bcdel@itilttd.co.in https://www.itilttd.in e-mail: etenderiti_mspdli@itilttd.co.in Helpdesk: Mr.Faiz Ahmad Khan, AEE-Projects 8081116833 e-mail: faizahmad_nsu@itilttd.co.in |
| Tender Fee | Rs. 5,000/-+ Rs. 900/- = Rs. 5,900/-(Non-Refundable) |
| Estimated Cost(Exclusive Of GST) | Rs.25,00,000,00/- |
| Earnest Money Deposit (EMD) | Rs. 50,000,00/- |
| PBG/Security Deposit | As mentioned in Customer's RFP + 1 month |
| Bid Validity | As mentioned in Customer's RFP + 1 month |
| The Bank Details of ITI Limited for NEFT/RTGS/Net Banking : | The Bank Details of ITI Limited for NEFT/RTGS/Net Banking is as below: Online RTGS/ NEFT Bank: State Bank Of India, Industrial Finance Branch, Residency Road, Bangalore-560025 MICR: 560002059 IFSC: SBIN0009077 A/C No.: 10637729843 |

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| Mode of submission | Thru ITI e-tender portal https://itilimited.ewizard.in/ . |
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3. Tender Scope of work & Technical compliance:

As per Tender Reference No. AIR HQ/S.21633/62/AFCEL Dated 21.Aug.2025 for Expansion and Security Enhancement of 4G LTE and 5GNSA Network which comprises of RAN (eNodeB+gNodeB) Tower (foundation & Erection) infra and all accessories including OFC connectivity to the existing backhaul network to be installed and commissioned.

Perspective bidders may collect the hard copy of the technical specification from our office after submission of NDA (as per Annexure-vi) & authorization letter.

4. Instruction to Bidders

The bidders are required to submit soft copies of their bid electronically on the e-Wizard Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submit their bids online on the e-Wizard Portal. For more information, bidders may visit the Portal (<https://itilimited.ewizard.in/>).

a. REGISTRATION PROCESS ON ONLINE PORTAL:

Bidders to enroll on the e-Procurement module of the portal <https://itilimited.ewizard.in/> by clicking on the link “Bidder Enrolment”.

- a) The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. This would be used for any communication from the e-Wizard Portal.
- b) Bidders to register upon enrolment, with their valid Digital Signature Certificate (Class III Certificates with signing and Encryption key) issued by any Certifying Authority recognized by CCA India with their profile.
- c) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- d) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
- e) After registration send mail to Helpdesk: helpdeskeuniwizarde@gmail.com for Account activation.
- f) As per portal norms Registration Fee will be applicable.

b. TENDER DOCUMENTS SEARCH:

- a) Various built-in options are available in the e-Wizard Portal like Department name, Tender category, estimated value, Date, other keywords, etc. to search for a tender published on the Online Portal.

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- b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'Interested tenders' folder.
- c) The bidder should make a note of the unique Tender No assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

5. BID PREPARATION:

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- c) Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid.
- d) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLSX/PNG, etc. formats.

6. BID SUBMISSION:

- a) Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidders to note that they should necessarily submit their financial bids in the prescribed format given by department and no other format is acceptable.
- d) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.
- e) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- f) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- g) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- h) The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.
- i) As per portal norms Tender Processing Fee will be applicable.

7. AMENDMENT OF BID DOCUMENT:

At any time prior to the deadline for submission of proposals, the department reserve the right to add/modify/delete any portion of this document by the issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

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8. ASSISTANCE TO BIDDERS:

- a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b) Any queries relating to the process of online bid submission or queries relating to e- Wizard Portal, in general, may be directed to the 24x7 e-Wizard Helpdesk. The contact number for the helpdesk is 8448288994/86/87/89/88/81/90/92/82 011-49606060, 07903269552, 9355030608, 9055030613, 7903810198, 9355030606, 9315620706, 9355030623, 9355030628, 8800526452, 9205898228, 9122643040, 9355030604, eprochelpdesk.01@gmail.com, eprochelpdesk.44@gmail.com, eprochelpdesk.06@gmail.com.
- c) The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).
- d) The bid should be submitted through e-Wizard portal (<https://itilimited.ewizard.in/>) only.
- e) All payments should be done through e-Wizard Payment gateway.

| 5(i) | Eligibility Criteria of Applicants | |
|------|------------------------------------|--|
| | a | <p><u>Company Profile:</u></p> <p>The Bidder shall be a Company incorporated /registered in India under Companies Act 1956/2013/ proprietorship/ partnership firm/ Limited Liability Partnership (LLP) and should be in operations continuously for at least 5 years as on the last date of submission of bid. Bidder cannot apply more than two packages.</p> <p>The eligibility criteria given in the TENDER is for a single package. In case a bidder wants to bid for more than one package, it must satisfy the eligibility accordingly in proportion. For egg. In case a bidder wishes to bid for 2 packages it must meet two times the eligibility criteria given in the TENDER.</p> <ol style="list-style-type: none"> 1) In case the bidder has executed any work/project with/for ITI in the last 5years,it is essential that a satisfactory certificate signed by at least DGM level/or above officer from ITI to be submitted for such project. 2) In case AMC followed by project execution, the AMC charges quoted by bidder are optional and ITI reserves the right to either award AMC to the bidder or float a separate TENDER at the end of project completion which will be abide by bidder. 3) All the equipment should be TEC approved or have a TSEC clearance/certificate of such equipment to be taken from ITI before deployment in the customer premises. 4) Any financial liability (like contract processing fee, Agreement Stamp fee, Portal fee, BG making fee etc.) on ITI for this project will be borne by Bidder. |
| | b | <ol style="list-style-type: none"> a) Annual Sales Turnover from supply of hardware and software during each of the last three financial years (2022-23, 2023-24 and 2024-25), should be at least ₹ 15 Crores. b) Net Worth of the bidding entity during each of the last three financial years (2022-23, 2023-24 and 2024-25) should be in positive. c) The Bidder shall submit copy of Audited statements/CA certificate for last three years should be submitted along with technical proposal. |

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| | c | Expansion and Security Enhancement of 4G LTE and 5GNSA Network which comprises of RAN (eNodeB+gNodeB) Tower (foundation & Erection) infra and all accessories including OFC connectivity to the existing backhaul network to be installed and commissioned. For more details refer to scope of work as per Technical Specifications/RFP. | |
| | d | The bidder should not have been blacklisted or debarred by any Pvt Ltd/State / Central Government or their agencies or Public Sector Undertakings (PSUs) as on bid submission date for corrupt, fraudulent or any other unethical business practices or for any other reason. Undertaking as per the format attached in Annexure-I duly signed by authorized signatory of bidder. | |
| | e | All the applicable annexures and documents is as per customer RFP | |
| | f | The technical specification of all the supplied items/equipment's as per the latest batch of production and as mentioned in RFP. All the above sites/solution & technical specifications must be complied with the original RFP. | |
| | g | Undertaking for willingness to work with ITI as per customer tender/TENDER etc. terms and conditions | |
| | h | EMD: Rs. 50,000,00/- | |
| | i | Undertaking expressing willingness to sign agreement with ITI. | |
| | j | Bidder shall provide valid OEM Authorization Certificate for all the products quoted as well as certify that the proposed product is not declared end of sale.OEM documents and all applicable annexures/appendix shall be provided as per required by customer RFP | |
| | k | Consortium is not allowed | |
| 5(ii) | | General : Provide Compliance for the following | YES/NO |
| | a | All activities like Proof of concept on “No Cost No Commitment” (NCNC) basis wherever applicable will be the responsibility of bidders | |
| | b | Bidder should be willing to impart required training during undertaking services & execution of project (if applicable) | |
| | c | Bidder should be willing to sign an exclusive agreement with ITI for smooth execution of the project and all commercial terms will be as per the customer Tender/PO on back-to-back basis. | |
| | d | PBG will be taken from back-end partner, once ITI will be declared L1. Performance Bank Guarantee (PBG) required for the bid will be borne by the selected bidder. | |
| | e | LD Clause: LD shall be as per ITI Clauses (@ 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 supplier) OR as per the customer PO/tenderclause whichever is higher. | |

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| | f | Payment Terms: a) Payment terms will be as per back to back basis. b) Payment to the vendor shall be done after deduction of all i. LD/recoveries imposed by customer (if any) ii. ITI's margin | |
| | g | The bidder shall give an undertaking for the following: a. To extend a fully back-to-back partnership b. To support ITI and bid in this tender with ITI as lead bidder c. To support ITI for preparation of the tender, post bid clarifications, technical presentations and any other requirements as per tender. | |
| | h | Delivery Schedule: Delivery Schedule as per the customer Tender/ PO/RFP or any ITI office or intimated at later stage. | |
| | i | Consignee Details: will be provided after the award of the work | |
| | j | Bidder will be responsible for any shortcoming in the BOM and the same should be rectified free of cost | |
| | k | Bidder should not be insolvent (Self Declaration). | |
| | l | ITI reserve the right to reject the bid at any time without assigning any reason. | |
| 5(iii) | | Checklist of documents/information to be submitted: | |
| | a | Company Profile | |
| | b | Certificate of Incorporation a per clause 5(i)(a) | |
| | c | Memorandum & Articles of Association | |
| | d | Audited financial statements for the last 3 years (FY 2021-22, 2022-23 & 2023-24), | |
| | e | GST Registration Certificate | |
| | f | Copy of PAN Card | |
| | g | CIN (Corporate Identity Number), if applicable | |
| | h | Any other relevant registration documents on registration with other appropriate authorities (ESI, EPFO, etc.) | |
| | i | Authorization letter in the company letterhead authorizing the person signing the bid for this TENDER and Power of Attorney (POA) | |
| | j | Undertaking in letter head to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc. | |
| | k | Undertakings in Company letter head as per Annexure I | |

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| | l | Bidders Details as per Annexure II |
| | m | Clause by clause compliance of TENDER terms with references to supporting documents as per Annexure III |
| | n | Pre-Contract Integrity Pact as per Annexure-V a) "Bidders participating in the TENDER have to agree to sign Integrity Pact on placement of order / contract" b) "Those bidders who are not willing to sign Integrity Pact will not be considered for bid opening" |
| | o | The bidder should give an undertaking on the company's letterhead that all the documents/certificates/information submitted by them against this TENDER are genuine. |
| | p | Bidder shall submit technical data sheet by highlighting each complied specification. Wherever technical specifications and operational/functional requirements not mentioned in datasheet, OEM compliance shall be submitted. |
| | q | Work order / Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order; AND Completion / Commission Certificate issued & signed by the competent authority of the client entity on the entity's Letterhead. |
| | r | Complete TENDER and customer tender document duly signed and stamped on each page by the bidder be uploaded. |
| | s | Conditional bids will not be entertained and summarily rejected. Only online bids on https://itilimited.euniwizarde.in portal will be accepted and no physical bids will be accepted. |
| 5(iv) | | Financial Bid: |
| | | Model-I : A- Lump sum Quote for supply and service items as per Schedule of Requirements (SoR) and Scope of Work (SoW) in INR (without Taxes) B- Margin to ITI as a percentage of A C - Absolute value of Margin = A*B D- Overall Quoted price=A-C <ul style="list-style-type: none"> • 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" SoR & SoW Was as per Tender document and all clarifications & Amendments/Corrigendum |

09. Special Conditions of TENDER:

- No advance will be paid to the bidder, even though ITI is eligible to get advance from the customer being a front end bidder.
- The selected bidder, who has partnered with ITI for a particular tender/ project shall not partner with any other lead bidder for the same tender/project

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- c. If the bidder is selected, during the final tender submission, the margin offered to ITI shall not be less than the quoted price.
- d. Adequacy: Any additional items, hardware, software, licenses and accessories part of equipment etc. not specifically asked but essential to achieve 100% functionality as given in this tender, shall be supplied by the bidder at no additional cost. The Bidder shall hence ensure that all items required to meet complete operational and functional requirements of the 4G LTE/ 5G NSA network, integration with backhaul and existing 3G WCDMA are to be provided even if it is discovered during implementation, the bidder shall provide the same to ITI at no additional cost.

10. Special Conditions of TENDER:

- a. No advance will be paid to the bidder, even though ITI is eligible to get advance from the customer being a front end bidder.
- b. The selected bidder, who has partnered with ITI for a particular tender/ project shall not partner with any other lead bidder for the same tender/project
- c. If the bidder is selected, during the final tender submission, the margin offered to ITI shall not be less than the quoted price.
- d. The estimated project amount stated in this document is provisional and subject to revision during the actual bidding process. Consequently, the bidder's quoted amount may also fluctuate (increase or decrease).
- e. The work order for the actual RFP will be awarded based on the ratio of the bidder's quoted amount to the revised estimated project value, as compared to the initial estimated value stated in this document."

11. Other Terms and conditions:

Confidentiality

- a) All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the Procuring Entity to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract are confidential.
- b) If advised by the Procuring Entity, all copies of such information in original shall be returned on completion of the contractor's performance and obligations under this contract.

12. Transparency

All procuring authorities 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, equal opportunities in processes.

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13. Fall Clause:

Fall clause is a price safety mechanism in rate contracts. The fall clause provides that if the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods or services following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and the rate contract amended accordingly.

The provisions of fall clause will however not apply to the following:

- i. Export/Deemed Export by the supplier;
- ii. Sale of goods or services as original equipment prices lower than the price charged for normal replacement;
- iii. Sale of goods such as drugs, which have expiry date;
- iv. Sale of goods or services at lower price on or after the date of completion of sale/placement of order of goods or services by the authority concerned, under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Government Departments including new undertakings (excluding joint sector companies and or private parties) and bodies.

14. Price Variation

A suitable price variation formula should also be provided in the tender documents, to calculate the price variation between the base level and scheduled delivery date.

15. Risk Purchase

If the empanelled partner fails to adhere to the quality norms, delivery schedules and other terms and conditions contained in this Tender after acceptance of purchase order and if no agreement is reached on the revised delivery schedule maximum up to 15 Business Days, then buyer shall have the liberty to procure the material from an alternate source at the Empanelled partner's risk and cost, and the Empanelled partner shall be liable to make good the loss incurred by Buyer in this process

16. Indemnity:

The empanelled partner to indemnify ITI 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 attributable to the partner shall be borne by the partner All terms and conditions of the customer tender/PO will be applicable to the empanelled partner on back to back basis without affecting the margin of ITI.

17. Arbitration:

Any dispute arising out of this TENDER shall be settled and resolved by any such Authorized person appointed by Chairman and Managing Director of ITI Limited.

18. Set Off:

Any Sum of money due and payable to the supplier under this contract may be appropriated by the purchaser or any other person contracting through the ITI and set off the same against any claim of the purchaser for

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payment of a sum of money arising out of this contract or under any other contract made by the supplier with the purchaser.

19. The interested partner may like to discuss the customer tender related information, TENDER Bidding Conditions, Bidding Process and clarifications, if any with the Deputy General Manager-Marketing

20. Intellectual Property Rights:

- i. All deliverable, outputs, plans, drawings, specifications, designs, reports and other documents and software submitted by the contractor under this contract shall become and remain the property of the procuring entity and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without the procuring entity's prior written consent.
- ii. The contractor shall, not later than upon termination or expiration of this contract, deliver all such documents and software to the procuring entity, together with a detailed inventory thereof.
- iii. The contractor may retain a copy of such documents and software but shall not use it for any commercial purpose.

21. 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.

22. In the event that ITI is required to provide demonstration or working of the product to their buyers, the same shall be arranged by the bidder selected partner/OEM at latter's cost and expenditure.

23. Cost of TENDER:

The bidder shall bear all costs associated with the preparation and submission of his offer against this TENDER, including cost of presentation for the purposes of clarification of the offer, if so desired by ITI. ITI will, in no case be responsible or liable for those costs, regardless of the conduct or outcome of the TENDER process.

24. Purchaser's Right to accept any bid and to reject any or All Bids or to cancel the TENDER:

ITI Limited reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.

25. Amendment of TENDER:

At any time prior to the last date for receipt of offers, ITI, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the TENDER 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 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 TENDER.

26. Disclaimer:

ITI 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 and/or any of its officers, employees.

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27. Accessibility of TENDER Document:

Complete Tender document with terms and conditions is provided in the following websites

- (i) <http://www.itilttd.in>
- (ii) <https://itilimited.euniwizarde.in>
- (iii) <http://eprocure.gov.in>.

Annexure-I

Undertakings (To be in Bidder's Letter Head)

M/s..... do hereby undertake the following

1. Are not blacklisted by Central Govt./ any State or UP Govt/ PSU/ organized sector in India
2. To work with ITI as per this TENDER and Customer Tender terms and conditions. Also, we agree to implement the project (scope of work as per Tender terms and conditions including investment) covering Warranty & post-warranty services, maintenance etc, in the event of ITI winning the contract on back-to-back basis.
3. To submit Security Deposit of 5% per transaction to customer/ITI (as decided by ITI),
4. that we will be equipped with the required manpower with qualifications, certifications and experience as mentioned in the customer tender.
5. to get required certificate & support (warranty & post-warranty/maintenance) in the name of ITI from the OEM as per customer tender requirement.
6. To obtain relevant statutory licenses for operational activities.
7. to sign MoU/Teaming Agreement, Integrity Pact with ITI for addressing the customer tender as per customer's tender terms and conditions.
8. to indemnify ITI from any claims / penalties/ statutory charges, liquidated damages, with legal expenses etc as charged by the customer.
9. to support the offered equipment for a minimum period of 10 years including warranty and AMC or as per customer tender conditions.
10. To supply equipment/components which conform to the latest year of manufacture.
11. The bidder should give certificate stating 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.

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Annexure-II

BiddersProfile

| | | | | |
|-----|---|---------|---------|---------|
| 1. | Nameand address ofthecompany | | | |
| 2. | Contact Details of the Bidder (Contact person name with designation, Telephone Number, FAX, E- mail and Web site) | | | |
| 3. | Areaofbusiness | | | |
| 4. | Annual Turnover for financial years (Rs in Cr) | 2021-22 | 2022-23 | 2023-24 |
| | | | | |
| 5. | IT Turnover for 3 financial years (Rs in Cr) | 2021-22 | 2022-23 | 2023-24 |
| | | | | |
| 6. | Positive Net Worth as on 31.03.2024 | | | |
| 7. | Date of Incorporation, | | | |
| 8. | GST Registration number | | | |
| 9. | PAN Number | | | |
| 10. | CIN Number, if applicable | | | |
| 11. | Number of manpower in company's rolls | | | |
| 12. | Work Experience details: Annexure IV | | | |
| 13. | Certifications details like, CMM LV-3, ISO, etc. | | | |

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Annexure-III

ComplianceStatement

| Sl.No. | ClauseNo. | Clause | Compliance(Complied/Not Complied) | Remarks with Documentary Reference |
|--------|-----------|--------|-----------------------------------|------------------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Ref: ITI/NSU-Delhi/2025-26/IAF/AFCEL/ Tower (Foundation & Erection) infra and OFC.

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Annexure- IV

Project Experience:

| Sl.No. | Name of project | Value | Name of customer | AttachedDocumentary Proof |
|---------------|------------------------|--------------|-------------------------|----------------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Date 05.09.2025

Annexure - V

INTEGRITY PACT

TENDER No.

THIS Integrity Pact is made on.....day of 2024.

BETWEEN:

ITI Limited having its Registered & Corporate Office at ITI Bhavan, Dooravaninagar, Bangalore – 560 016 and established under the Ministry of Communications, 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 also include its successors and assigns) **ON THE ONE PART**

AND:

..... represented by
Chief Executive Officer (hereinafter called the 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 contractor **ON THE SECOND PART.**

Preamble:

WHEREAS the Principal intends to award, under laid down organizational procedures, contract for of ITI Limited. 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 Contractor(s).

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

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

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

SECTION 1 – COMMITMENTS OF THE PRINCIPAL

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

- a. No employee of the Principal, personally or through family members, will in connection with the TENDER for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

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- b. The Principal will, during the TENDER process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the TENDER process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/ additional information through which the bidder(s) could obtain an advantage in relation to the TENDER process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons. If the principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Act or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

SECTION 2 – COMMITMENTS OF THE BIDDER / CONTRACTOR

- 2.1 The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the TENDER process and during the execution of the contract.
 - a. The bidder(s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the TENDER process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever (during the TENDER process or during the execution of the contract).
 - b. The bidder(s)/contractor(s) will not enter with other 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.

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SECTION 3 – DISQUALIFICATION FROM TENDER PROCESS & EXCLUSION FROM FUTURE CONTRACTS

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

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

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

A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that based on 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 TENDER process.

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

Date 05.09.2025

damages as per Section- 5 of this Pact.

SECTION 5 – COMPENSATION FOR DAMAGE

- 5.1 If the Principal has disqualified the Bidder(s)/Contractor(s) from the TENDER process prior to the award according to Section 3 the Principal is entitled to forfeit the Earnest Money Deposit/Bid Security/ or demand and recover the damages equitant to Earnest Money Deposit/Bid Security apart from any other legal that may have accrued to the Principal.
- 5.2 In addition to 5.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to termination of Contract due to Contractor default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor or demand and recover liquidate and all damages as per the provisions of the contract agreement against termination.

SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS

- 6.1 The Principal will enter into Integrity Pact on all identical terms with all bidders and contractors for identical cases.
- 6.2 The Bidder(s)/Contractor(s) undertakes to get this Pact signed by its subcontractor(s)/sub-empanelled partner(s)/ associate(s), if any, and to submit the same to the Principal along with the TENDER document/contract before signing the contract. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the provisions laid down in the Integrity Pact Agreement by any of its subcontractors/ sub-empanelled partners / associates.
- 6.3 The Principal will disqualify from the TENDER 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-empanelled 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:

Name: Shri Atul Jindal IFS (Retd.),
Independent External Monitor (IEM)
Address- 3/10 Vishesh Khand Opp. Little Friend School Gomti Nagar,
Lucknow-226010(UP)
E-mail:- atulindia1947@gmail.com

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IEM - II
Shri Benny John, IRS (Retd.),
Villa No. 36, Kent Plam Villas,
Fort Valley Township, Athani,
Kakkanad, Ernakulam,
Kerala – 682 030

- 8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.
- 8.3 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents Bidder(s)/Contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Bidder(s)/Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.
- 8.5 The Monitor will submit a written report to the Chairman & Managing Director of the Principal within toWeeks 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

Date 05.09.2025

- 1.1 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 1 year 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

Date 05.09.2025

1.

1.

2.

2.

Annexure-vi

Non-Disclosure Agreement

[To be submitted on duly notarized stamp paper of INR 100]

[The Non-Disclosure Agreement needs to be signed by a person duly authorised by the bidder. A copy of the authorization by the bidder (copy of Board resolution or Power of attorney) should be provided along with the Non-Disclosure Agreement]

[A similar Agreement needs to be signed by the ITI on award of the contract and the same shall be made available by ITI to the selected bidder]

This AGREEMENT (hereinafter called the "Agreement") is made on the [day] day of the month of [month], [year], between, the Additional General Manager , India hereinafter referred to as '**Purchaser**', (which expression shall unless repugnant to the context include representatives, successors and permitted assigns) of the First Part,

AND

<***>, a Company incorporated under the Indian Companies Act, 2013 or any other previous company law as per section 2 (20) of the Indian Companies Act 2013, having registered office at <***> (hereinafter referred to as the '**Bidder**', which expression shall, unless repugnant to the context or meaning thereof mean and be deemed to include its authorized agents, representatives and permitted assigns) of the Second Part.

WHEREAS

the Purchaser has issued a Request For Proposal (RFP) inviting various organizations for

1. the Bidder, having represented to the "Purchaser" that it is interested to bid for the proposed Project and being found to be the successful bidder(s) on completion of the bid process;

The Purchaser and the Bidder agree as follows:

Date 05.09.2025

1. In connection with the "Project", the Purchaser agrees to provide to the Bidder a Detailed Document on the Project vide the RFP contained in three volumes along with annexures. The RFP contains details and information of the Purchaser operations that are considered confidential.

The Bidder to whom the Information contained in the RFP is disclosed shall: Hold such Information in confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information; Restrict disclosure of the Information solely to its employees, agents and contractors with a need to know such Information and advise those persons of their obligations hereunder with respect to such Information;

Use the Information only as needed for the purpose of bidding for the Project;

Except for the purpose of bidding for the Project, not copy or otherwise duplicate such Information or knowingly allow anyone else to copy or otherwise duplicate such

Undertake to document the number of copies it makes on completion of the bidding process and in case unsuccessful, promptly return to the Purchaser, all Information in a tangible form or certify to the Purchaser that it has destroyed such Information.

Was previously known to the Bidder free of any obligation to keep it confidential at the time of its disclosure as evidenced by the Bidder's written records prepared prior to such disclosure; or

Is or becomes publicly known through no wrongful act of the Bidder; or

Is independently developed by an employee, agent or contractor of the Bidder not associated with the Project and who did not have any direct or indirect access to the Information.

Information; and

1. The Bidder shall have no obligation to preserve the confidential or proprietary nature of any Information which:
2. The Agreement shall apply to all Information relating to the Project disclosed by the Purchaser to the Bidder under this Agreement.
3. Nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise, to the bidder, in any of the Information.
4. This Agreement shall benefit and be binding upon the Purchaser and the Bidder and their respective subsidiaries, affiliates, successors and assigns.
5. This Agreement shall be governed by and construed in accordance with the Indian laws.

For and on behalf of the Bidder

—

(signature and company seal)

(Name of the Authorised Signatory)