



Amendment I

Ref: CORP/MKTG/APSFL/ABP/2025/08 /Amend01

Date: 18/07/2025

Sub Notice Inviting EOI for selection of system integrator for addressing Tender for the establishment and maintenance of Amended BharatNet Program in Andhra Pradesh.

Ref: CORP/MKTG/APSFL/ABP/2025/08 Dated: 02-07-2025

Sl No	Present Clause	Revised Clause
1	1. Introduction ITI Limited intends to participate in the RFP for the “Selection of Project Implementation Agency (PIA) for the establishment and maintenance of Amended BharatNet Program in Andhra Pradesh”. This EOI is floated for selection of System Integrator, who can work as Total solution provider on back to back basis for participating in the subject RFP, with ITI. ITI Limited is desirous of bidding for this tender, based on the eligibility criteria defined in the customer RFP.	1. Introduction ITI Limited intends to participate in the RFP for the “Selection of Project Implementation Agency (PIA) for the establishment and maintenance of Amended BharatNet Program in Andhra Pradesh”. This EOI is floated for selection of System Integrator/ consortium partners, who can work as Total solution provider for participating in the subject RFP, with ITI. ITI Limited is desirous of bidding for this tender, based on the eligibility criteria defined in the customer RFP.
2	4(i)A Eligibility Criteria The Bidder should be registered under Indian Companies Act, 1956/ 2013 or Limited Liability Partnership Act, 2008 or as amended; with at least 3 years of operations in India as on bid submission date. .	4(i)A Eligibility Criteria The Bidder/all members of the consortium should be registered under Indian Companies Act, 1956/ 2013 or Limited Liability Partnership Act, 2008 or as amended; with at least 3 years of operations in India as on bid submission date. * Bidder may be a Sole Bidder/ Consortium of 2 members * Consortium of only 2 members including lead bidder is allowed. In case of consortium, Consortium Agreement on Rs.100 Stamp paper to be signed by all members of the Consortium for the subject business opportunity (specifying

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		subject EOI, EOI name & Ref, Consortium member roles & responsibilities of each of the Consortium member) to be submitted along with the bid as per format enclosed in Annexure – VII)
	<p>4(i)A Eligibility Criteria Supporting Documents Required</p> <p>Following documents in respect of sole Bidder shall be submitted:</p> <p>(a) Copy of Certification of Incorporation (b) Memorandum of Association (MoA) and Articles of Association (AoA) (c) Copy of PAN card (d) Copy of GST Registration (e) Company Profile</p>	<p>4(i)A Eligibility Criteria Supporting Documents Required</p> <p>Following documents in respect of the Bidder shall be submitted:</p> <p>(a) Copy of Certification of Incorporation (b) Memorandum of Association (MoA) and Articles of Association (AoA) (c) Copy of PAN card (d) Copy of GST Registration (e) Company Profile</p>
3	<p>4(i)B <u>Turnover</u></p> <p>The average annual turnover of the Bidder in the financial years (FY 2021-22, FY 2022-23, FY 2023 24) should be at least INR 200 Crores solely generated from the business of OFC Business/ ITeS / Telecom/ Networking field only. Note: * Bidder's Parent/group company turnover will not be considered in turnover criteria</p>	<p>4(i)B <u>Turnover:</u></p> <p>Case1: To act as System Integrator</p> <ul style="list-style-type: none"> The average annual turnover of the Sole bidder/ Consortium (FY 2021-22, FY 2022-23, FY 2023-24) should be at least INR 400 Crores solely generated from the business of OFC Business/ ITeS / Telecom Networking field only <p>Case2: To act as Consortium partner with customer tender</p> <p>The average annual turnover of the Bidder (in case of consortium members, this criteria should be complied by all consortium partners individually) in the financial years (FY 2021-22, FY 2022-23, FY 2023-24) should be at least INR 400 Crores solely generated from the business of</p>

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		OFC Business/ ITeS / Telecom Networking field only Note: * Bidder's Parent/group company turnover will not be considered in turnover criteria
4	<p>4(i)C <u>Networth</u></p> <p>Average Net Worth of the Bidder for the financial years, FY 2021-22, FY 2022-23, FY 2023-24) should be at least INR 125 Crore as per the audited financial results.</p>	<p>4(i)C <u>Networth</u></p> <p>Case 1: To act as System Integrator</p> <ul style="list-style-type: none"> Average Net Worth in case of sole bidder/ Consortium for the financial years, FY 2021-22, FY 2022-23, FY 2023-24) should be at least INR 250 Crore as per the audited financial results. <p>Case 2: To act as Consortium partner with customer tender</p> <ul style="list-style-type: none"> Average Net Worth of the Bidder (in case of consortium members, these criteria should be complied by all consortium partners individually), for the financial years, FY 2021-22, FY 2022-23, FY 2023-24) should be at least INR 250 Crore as per the audited financial results <p>Sole bidder/all members of consortium should have positive net worth in the financial years 2021-22, FY 2022-23, FY 2023-24</p>
5	<p>7. Note (m) Consortium not allowed.</p>	<p>7. Note (m) Consortium allowed upto 2 members including the lead bidder</p>
6	<p>Additional Clause as per 4(ii) I</p>	<p>Consortium Agreement as per Annexure VIII mentioned below</p>

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

GM- CM, Corporate Marketing, Corporate Office,
ITI Limited, Dooravaninagar, Bengaluru– 560016
email: vrsakum_crp@itiltld.co.in, bindums_crp@itiltld.co.in
Mob: 9535325537, 8078535507
Web: www.itiltld.in

CONSORTIUM AGREEMENT

[On Non-judicial stamp paper of Indian Rupees 100 duly attested and stamped by notary public]

This Memorandum of Understanding (MoU) entered into this day of [Date] [Month] [Year] at [Place] among _____ (hereinafter referred to as " ") and having office at [Address], India, as Party of the First Part and _____ (hereinafter referred to as " ") and having office at [Address], as Party of the Second Part.

The parties are individually referred to as Party and collectively as Parties. WHEREAS ITI Limited has floated EOI Ref: CORP/MKTG/APSFL/ABP/2025/08 Dated XX-06-2025, from the applicants interested in **Notice Inviting EOI for selection of system integrator for the establishment and maintenance of Amended BharatNet Program in Andhra Pradesh**

AND WHEREAS the parties have had discussions for formation of a consortium for bidding for the said project and have reached an understanding on the following points with respect to the parties' rights and obligations towards each other and their working relationship.

AS MUTUAL UNDERSTANDING OF THE PARTIES, IT IS HERE BY A GREED AND DECLARED AS FOLLOWS:

- i. The purpose of this Agreement is to define the principles of collaboration among the parties to: Submit a response jointly to bid for the EOI “**Notice Inviting EOI for selection of system integrator for the establishment and maintenance of Amended BharatNet Program in Andhra Pradesh**” as a consortium.
 - a. Sign contract in case of award.
 - b. Provide and perform the supplies and services, which would be ordered by the authority pursuant to the contract.
- ii. This agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely towards the authority for “**Notice Inviting EOI for selection of system integrator for the establishment and maintenance of Amended BharatNet Program in Andhra Pradesh**” for and related execution works to be performed pursuant to the contract and shall not extend to any other activities.
- iii. The parties shall be jointly and severally responsible and bound towards the authority for the performance of the works in accordance with the terms and conditions of the tender document, and contract.

- iv. _____ (Name of party) shall act as Lead Partner of the consortium. As such, it shall act as the coordinator of the party's combined activities and shall carry out the following functions:
- a. To ensure the technical, commercial and administrative co-ordination of the work package.
 - b. To lead the contract negotiations of the work package with the authority.
 - c. The lead partner is authorized to receive instructions and incur liabilities for and on behalf of all parties.
 - d. In case of an award, act as channel of communication between the authority and the parties to execute the Contract
- v. That the parties shall carry out all the responsibilities of the project agreement.
- vi. That the broad roles and the responsibilities of each party at each stage of the bidding shall be as below:

Party A: _____

Party B: _____

- vii. That the parties affirm that they shall implement the project in good faith and shall take all necessary steps to see the project through expeditiously.
- viii. That this MoU shall be governed in accordance with the laws of India and courts in Andhra Pradesh shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness where of, the parties affirm that the information provided is accurate and true and have caused this MoU duly executed on the date and year above mentioned.

(Party of the first part)

(Party of the second part)

i. _____

ii. _____