

Notice Inviting EOI for selection of Consortium Partners for addressing Tender for Selection of Independent Engineer (IE) for Amended BharatNet Program in the States of Odisha & Sikkim

Ref: CORP/MKTG/BSNL/IE/2026/06

Date: 30-04-2026



ITI LIMITED
F-100. Corporate Marketing, Dooravaninagar, Bangalore-560016
CIN No: L32202KA1950GOI000640

Website: www.italtd.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, Data Center, e-Governance etc. ITI LTD has diversified its operation and has been executing projects in the field of Smart Infrastructure, Bharatnet-II & III etc. ITI LTD has been executing projects in latest technologies like GPON, OLT, ONT, OFC, HDPE, Solar, 4G LTE etc.

ITI Limited intends to participate in the Tender as Lead Bidder for "Request for Proposal (RFP) for Selection of Independent Engineer (IE) for Amended BharatNet Program in the States of Odisha & Sikkim. This EOI is floated for selection of Consortium Partners, who is ready to work with ITI Limited for all the terms and conditions of Customer RFP. 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:30-04-2026
Due Date for EOI Submission	Date: 08-05-2026 12 PM
Due Date of Bid Opening	Date: 08-05-2026 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: mmurality_crp@itiltd.co.in Mob: 94825 01476 2. GM- Corp Mktg, F-100, Corporate Marketing, ITI Limited, Dooravaninagar, Bengaluru– 560016 email: bindums_crp@itiltd.co.in Mob: 8078535507
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

3.1 This EOI is for bidders who have expertise in validation, audit, inspection, acceptance testing and invoice processing etc. in respect of the implementation of Amended BharatNet Program to be executed by respective PIAs (to be selected through Tender No. T-857 for Odisha and Tender No. T-874 dated 11.03.2026 for Sikkim) available on BSNL Tender portal and CPP portal), who is ready to work with ITI Limited for BSNL Independent Engineer tenders with the following scope of work:

3.2 The broad scope of work is as below but not limited to:

- a. Handover / takeover of the Existing BharatNet Phase – I & Phase – II networks and Pre-Planning phase.
- b. IE shall do the Technical Scrutiny of survey reports on GIS map which includes checking and verification of design and Bill of Quantity (BoQ) based on the network design architecture/instructions issued by BSNL from time to time.
- c. IE shall conduct inspection, verification & certification of the material delivered by PIA and its mapping in PM tool
- d. IE shall inspect, verify and certify the execution of the project by the PIA which shall include OFC laying, Equipment (including all active and passive infrastructure, radio, etc.) installation, commissioning and integration of state NOC as mentioned in the detailed scope of work of PIA
- e. Tender and will timely intervene and suggest necessary action for timely execution of the project;
- f. IE shall verify the measurement books of works for activities such as laying of Duct, OFC, etc.
- g. IE shall conduct Acceptance testing (AT) of all the activities as mentioned at Para- (d) above i.e. OFC laying works, equipment installation & commissioning, S-NOC integration and any other works under the scope of the above referred PIA Tender
- h. IE shall check the As Build Diagram (ABD) and ensure its mapping in the GIS
- i. IE shall be responsible for reconciliation of Inventory and its mapping in PM tool
- j. IE shall perform all the related Project management and monitoring activities during the entire contract duration as detailed later in this document
- k. IE shall verify & certify all the bills submitted by PIA
- l. IE shall take active part in Dispute Resolution Committee (DRC) and Dispute Adjudication Board (DAB) formed for the dispute resolutions as per PIA's RFP dispute resolution mentioned in BSNL tender document.

3.2 The bidder has to understand and comply to the detailed scope as given in Section 3 Part A on Scope of the work given in the BSNL tender document and its corrigenda, addenda, amendments.

3.4 All the terms and conditions of the above customer tender and its amendments/ corrigendum's will be applicable on back to back basis to the selected System Integrator along with their OEMs in this EoI

3.5 **Special Note:** ITI LTD may execute/retain any portion of the work mentioned in the end organization tender, where ITI LTD has competence so that overall proposal becomes most winnable proposal.

3.6 The **prospective** bidders are advised to go through the BSNL tender document along with all the amendments/pre-bid clarifications/corrigendum for detailed Scope of Work for the PIA & IE. Detailed Scope of work, technical requirements & required Certifications is as per the scope of work and technical compliance of BSNL tender document and its corrigenda, addenda, amendments vide ref Tender No. MM/BN-OPN/IE/T-877/2026 issued on 20.04.2026 from the Website: <https://etenders.gov.in/eprocure/app>

4.0 Note on Consortium formation:

- Consortium can be formed with maximum of 2 bidders including lead bidder, by signing the Consortium Agreement, who will be ready to work with ITI Limited as per requirement of the project. The agreement should include a brief description of the roles and responsibilities of individual members, particularly with reference to their obligations;
- An individual Bidder cannot at the same time be member of a Consortium bidding for the same tender. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium for the same tender;
- Once partners are selected for this tender, Consortium Agreement & Joint Bidding Agreement as per customer tender need to be signed with ITI Ltd & Consortium partners for onward submission to BSNL as part of the bid document.

Special Note: The Bidder or any member of the Consortium shall not be a Project Implementation Agency (PIA) or its consortium partner under the PIA tenders (T-857 & T-874), as mentioned in Clause 1 of Section 3 Part A for implementation of Amended BharatNet Program.

5. Eligibility Criteria

5(i)	Eligibility Criteria of Applicants	Supporting Documents Required
A	The Bidder may be a single entity or a group of entities of maximum 2 members including lead member (the "Consortium" as per clause 4.0 of the EOI), coming together to address	In case of consortium, Joint Bidding Agreement on Rs.100 Stamp paper to be signed by all members of the Consortium for the subject business opportunity (specifying subject EOI,

5(i)	Eligibility Criteria of Applicants	Supporting Documents Required
	the subject tender and implement the Project after receiving the order. However ITI will be the Lead Bidder in the consortium for which it will bid for the BSNL tender	EOI name, Consortium member roles & responsibilities of each of the Consortium member) to be submitted along with the bid as per format enclosed in Annexure – VII)
B	The Sole Bidder or each of the Consortium members shall 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.	(i) The sole Bidder or each of the consortium members shall submit: <ul style="list-style-type: none"> • Copy of Certification of Incorporation / Memorandum of Association(MoA) • Articles of Association (AoA) • Registration certificate with LLP agreement • Copy of PAN card • Copy of GST Registration • Certificate from CA of the Company for operations for at least 3 years in India
C.	<u>Turnover</u> The average annual turnover of the Sole Bidder or Consortium during the last three audited financial years i.e. or FY 2023-24, 2024-25, 2025-26, shall be at least INR 30 Crores. Note: * Bidder's Parent/group company turnover will not be considered in turnover criteria.	The sole Bidder or Consortium members shall submit: <ul style="list-style-type: none"> • Certificate from the Statutory Auditor of the Company mentioning year wise annual turnover in last 3 audited financial years. • Copy of audited profit and loss statement showing the turnover for last 3 financial years i.e. FY 2023-24, 2024-25, 2025-26 • Unaudited statement if certified by the Statutory Auditor for the year 2025-26, shall also be accepted •
D.	<u>Networth</u> The Net worth of the Sole Bidder or each member of the consortium shall be positive as per the audited financial results for the last financial year i.e. 2024-25. Note: * Bidder's Parent/group company networth will not be considered in networth criteria	The sole bidder or lead member shall submit: <ul style="list-style-type: none"> • Certificate from Statutory Auditor clearly stating the Net worth of the Bidder for the last financial year. •
E	The Sole Bidder or Consortium shall have completed Network Acceptance Testing/	The Bidder shall submit:

5(i)	Eligibility Criteria of Applicants	Supporting Documents Required
	<p>Third Party Audit/ Project consulting/ Project Management consisting of at least 3000 km of OFC network as on bid submission date after 01.04.2018 till bid submission date.</p> <p>Note: If the bidder does not have above mentioned OFC network experience, it can meet the criteria if it has completed Acceptance Testing/ Third Party Audit/ Project consulting/ Project Management of same quantity for underground utility works (gas/ sewage/ water pipelines/ electrical cables).</p>	<ul style="list-style-type: none"> • Certificate from the client on its letterhead clearly mentioning the Experience/ Work Completion details (and) • Corresponding Work Order from the client (Highlighting the Scope of Work/ services clearly)
F	<p>The Sole Bidder or Consortium shall have completed Network Acceptance Testing/Third Party Audit/ Project consulting/ Project Management consisting of at least 800 active nodes after 01.04.2018 till bid submission date.</p> <p>Note: The active nodes to be considered for this criterion can be Routers, Layer-3 Switches, BNGs, PTNs/CPANs, DWDM, OLTs of 16 or more ports, enode-B, BTS and OTN</p>	<p>The Bidder shall submit:</p> <ul style="list-style-type: none"> • Certificate from the client on the letterhead of the client clearly mentioning the technology and the no. of nodes connected. (and) • Corresponding Work Order from the client (Highlighting the Scope of Work/ services clearly) from the date of appointment
G	<p>The Sole Bidder or each of the Consortium members should not have been blacklisted/ debarred by the Ministry of Communication or BSNL or under a debarring order issued by Department of Expenditure (DOE), Ministry of Finance (MOF) covering all central Ministries/ Departments as per provision of OM No.F.1/20/2018-PPD by Department of Expenditure (DoE), MoF dated on 2nd Nov 2021 as on Bid submission date.</p>	<p>The sole Bidder or each of the consortium members shall submit:</p> <ul style="list-style-type: none"> • An undertaking signed by CEO/ Country Head/ Authorised Signatory of the company to be provided on Non – judicial stamp paper of INR 100/- or such equivalent amount and duly attested by notary public. • Undertaking in this regard as per format provided under Annexure-I Appendix II
H	<p>Bidder shall deploy its permanent staff as per Work Breakdown Structure (WBS) mentioned in Section 7 Part K (<i>Package level staff</i>).</p> <p>The Sole Bidder or Consortium shall have the package level personnels (<i>as per Work Breakdown Structure (WBS) mentioned in</i></p>	<ul style="list-style-type: none"> • Certificate from Head of Human Resources (HR) along with list of employees along with their qualification and experience eligible as per Annexure I Appendix V

5(i)	Eligibility Criteria of Applicants	Supporting Documents Required
	<p><i>Section 7 Part K</i>), on their payrolls for at least one year prior to the month during which this Tender Notice is issued.</p> <p>Note:</p> <p>1. Requirement for submission of CVs:</p> <ul style="list-style-type: none"> • The CVs for the following roles must be submitted along with the bid: • Project Head (BE/ BTech/ MTech or MBA in any stream (preferably Electronics & Communication/Electrical & Electronics/Civil or equivalent recognized by AICTE/UGC/Ministry of HRD) with 15 years of experience • Manager (BE/ BTech/ MTech or MBA in any stream (preferably Electronics & Communication/Electrical & Electronics/Civil or equivalent recognized by AICTE/UGC/Ministry of HRD) With 10-12 years' experience • Team Incharge (BE/BTech or MCA or MTech preferably Electronics & Communication/Computer Science/Information Technology/Electrical & Electronics or equivalent recognized by AICTE/UGC/Ministry of HRD With 6 years' experience) • The bidder shall submit the CVs of Technical Team (<i>NOC (OSS/BSS), GIS/PM tool and Network Design experts</i>) within 30 days from the date of AWO. The technical team shall be on the payroll of Sole bidder or any member of the consortium. • However, the IE shall deploy the resources within 15 days of the Appointed date, as mentioned in Section 7 Part K of tender document. 	<ul style="list-style-type: none"> • CV of the employees as per Annexure I Appendix VI
I	The Bidder or any member of the consortium shall have valid ISO 9001: 2000 certificate for quality management and its subsequent amendments, if any.	The Bidder shall submit: <ul style="list-style-type: none"> • Copy of valid certificate

5(i)	Eligibility Criteria of Applicants	Supporting Documents Required
J	<p>If a Bidder or any member of the Consortium has been declared as non-performer in any DBN (earlier USOF) project(s) such as BharatNet Project and 4G saturation project, on the bid submission date, such Bidder or Consortium shall stand not eligible to submit the bid for this tender.</p>	<p>The sole Bidder or each of the consortium members shall submit: A Self-declaration for not being declared as non-performer in any DBN project(s), as per the clause.</p>
K	<p>The Bidder or any member of the Consortium shall not be a Project Implementation Agency (PIA) or its consortium partner for implementation of Amended BharatNet Program.</p> <p>The Bidder or any member of the Consortium shall not have any direct or indirect relationship with PIAs concerning the implementation of Amended BharatNet Program.</p> <p>Note: If any bidder is appointed as PIA under the PIA tenders (T-857 & T-874), as mentioned in Clause 1 of Section 3 Part A (either Bidder or Lead member or Consortium member), its bid shall be considered non-responsive for this tender</p>	<p>A Self-declaration is required from Bidder and all members of the Consortium as per Annexure I Appendix IV</p>
L	<p>Bidder or Lead member/ consortium member shall set up maintain a functional office in the States of Odisha & Sikkim within a time period of 15 days from the date of signing of contract. Failure to comply with this requirement shall result in imposition of penalty as per tender provisions</p>	<p>Address Details of offices or undertaking to set up a functional office in the States of Odisha & Sikkim within a time period of 15 days from the date of signing of contract.</p>
M	<p>Any Bidder, all consortium partners and any proposed outsourced firm from a country which shares land border with India will be eligible to participate if a Bidder, consortium partners including lead member and any proposed outsourced firm is registered with the competent authority as specified in Annexure-I of O.M. No. 7/10/2021-PPD(1) Dated 23.02.2023 from Department of Expenditure, Ministry of Finance.</p>	<p>The Bidder, consortium partners including lead member and any proposed outsourced firm shall submit an undertaking in this regard as per format provided under Annexure I Appendix III</p>

5(i)	Eligibility Criteria of Applicants	Supporting Documents Required
N	Bidder should submit write up on Project Implementation Plan and capability (technical and financial) on how the project will be executed by the bidder.	Write-up on Project Implementation Plan and capability (technical and financial) on how the customer EOI/tender implementation will be executed by the bidder to be submitted along with the bid.
O	Bidder shall submit a list of Key technical personnel with the required domain experience.	Undertaking with Key technical Manpower details to be provided
P	<p>Before bidding or during evaluation, ITI Ltd may call bidders for a detailed presentation on following key points:</p> <p>(a) A brief description of the organisation and an outline of recent experience of the organization and proposed manpower. The details of assignments on hand shall also be included.</p> <p>(b) Proposed approach & methodology for the execution of the services, activities, including key challenges they foresee and potential solutions in the methodology.</p> <p>(c) The presentation should include the capabilities of the firm and the facilities for carrying out the field activities.</p> <p>(d) In case the Bidder envisages outsourcing any of the services (subjects to the provisions of point no 7 in the table of clause No. 4.2 of the BSNL tender document) to the expert agencies, proposed firms/ manpower should have such experience on similar projects. Such outsourcing agencies should meet the criteria as mentioned in point no. 6, 9 and 10 of Table of eligibility criteria under clause no. 4.2 of the BSNL tender document.</p> <p>(e) Proposed Quality Audit Methodology including Quality Assurance Plan.</p> <p>(f) Any additional information</p>	
Q	Bidder should submit the self-certificate with proper contact detail of customers (Details of End User - Firm Name, Contact	Self-certificate with proper contact detail of customers to be provided.

5(i)	Eligibility Criteria of Applicants	Supporting Documents Required
	<p>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>	<p>The experience details to be filled as per Annexure – IV</p>

5(ii) Checklist of documents/information to be submitted by bidder	
a	Supporting documents to be provided as per clause 5(i)
b	CIN (Corporate Identity Number), if applicable
c	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
d	List of Directors / CEO / COO including their name (s) and address(s) Director Identification Number [DIN] of all the Directors. Corporate Identity Number [CIN].
e	Undertakings (in Company letter head) for all the annexures as per Annexure I Note: In case of consortium, all undertakings and annexures to be given separately by each of the consortium partner in their company letter head.
e.1	Undertaking for acceptance of terms and conditions as per Annexure I -Appendix I
e.2	Annexure-I Appendix II Not blacklisted undertaking
e.3	Annexure-I Appendix III Undertaking regarding No Land border
e.4	Declaration regarding PIA Annexure-I Appendix IV
e.5	Format of Manpower details Annexure-I Appendix V
e.6	CV Format Annexure-I Appendix VI
f.	Bidders Details as per Annexure II
g	Annexure III as per format for the 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.
h	Annexure-IV Work Experience Details
i	Pre-Contract Integrity Pact as per Annexure-V

j	Manpower details as per clause 5(i) H
k	Project Implementation Plan and capability (technical and financial) on how the customer EOI/tender implementation will be executed by the bidder as per clause 5(i) N
l	Declaration of No Relation with ITI as per Annexure VI
m	Bank Guarantee as per Annexure VIII
n	In case bidder is a consortium, Joint Bidding Agreement on 100 Rs. Stamp paper to be signed before the EOI submission date for the subject business opportunity (specifying subject EOI, EOI name, Consortium member responsible to undertake the scope of work as detailed in Clause 4.0 of the EoI and roles & responsibilities of each of the Consortium member) (as per format enclosed in Annexure – VII)
o	In case the participating partner has executed any work/project with/for ITI in last 5 years, a satisfactory certificate signed by at least DGM level/or above officer from ITI to be submitted for such project as a mandatory eligibility criterion for selection in the EOI
p	In case the end customer requires an AMC followed by the project execution, AMC charges will be quoted by partner as optional item and ITI reserves the right to either award AMC to a partner or float a separate RFP at end of project completion, which will be abide by partner/bidder. Undertaking for compliance of the same to be submitted along with the bid
q	All the equipment installed while execution of the project should be TEC approved or have a valid TSEC clearance/certificate of such equipment to be taken before deployment in the customer premises. Undertaking for the same to be submitted along with the bid

5(iii). General Terms & Conditions

General	Please provide compliance for the following clauses	Compliance Yes/No
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 may undertake services likes installation and commissioning activities, Annual Maintenance Contract (AMC) etc, if required on mutual discussion.	
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 LTD 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 arrange to submit the MAF in the name of ITI LTD	
8	All commercial terms (proportionate to the scope of work) will be as per the customer Tender/PO.	
9	<p>Earnest Money Deposit (EMD) :</p> <p>The Bidder shall furnish EMD of Rs. 1.10 Crore, Tender fee of Rs. ₹9,440) as per Customer tender requirement, at the time of customer tender submission.</p> <p>Undertaking regarding the same need to be submitted along with the EOI bid proposal</p>	
10	PBG: The Bidder shall furnish Performance Security to the PMA for an amount equal to 5% of the all-inclusive value of Advanced Purchase Order within 14 days from the date of issue of Advance Work Order by the PMA.	
11	<p>Delivery Schedule:</p> <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	<p>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</p>	
13	<p>Payment Terms:</p> <p>a. Payment terms will be as per end customer tender/PO and will be done through an Escrow account on back-to-back basis preferably.</p> <p>b. Payment to the partner shall be done after deduction of all</p> <ul style="list-style-type: none"> i. LD/recoveries imposed by end customer (if any) (proportionate to the scope of work), and ii. ITI LTD's margin & statutory dues <p>If the partner is in disagreement with the deductions, the partner will have to write to ITI LTD with all the explanation & supporting documents</p>	

6. Financial Bid:

Name of Bidder:

Sl. No	Description	Price/Margin
A	Submit Lumpsum details for supply and service items as per 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

During evaluation bidders with least “D” will be selected

Note: SoR & SoW as per Tender document

- a. During evaluation bidders with least “D” will be considered as L1
- b. The bid having higher value of “B” will be selected in case of tied D
- c. If the bidder is selected, during the final tender submission, the price to be quoted shall not be more than price “A” and the margin offered to ITI shall not be less than “B” and there is provision of ITI project management charges to be included in the price bid at the time of customer tender submission
- d. The lowest quoted bidder (least “D”) considering the above cost calculation will be selected for addressing the customer tender.
- e. “The price quoted at ‘A’ is an indicative price (transfer price of the bidder to ITI), 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”.
- f. If the bidder is selected, during the final tender submission, the price to be quoted shall not be more than price “A” and there is provision of ITI project management charges to be included in the price bid at the time of customer tender submission.

7. Special Conditions of EOI:

- a. No advance will be paid to the partner, even though ITI is eligible to get advance from the customer being a front end bidder. Note: Any deviation to this will be as per Govt of India guidelines
- b. Bidder should not undertake or partner with any other organization directly or indirectly or not to submit any bid against the EoI/RFP/Tender published by other organizations for addressing the same business opportunity of the end customer for which this EoI/RFP/Tender

has been published. We also undertake that we will not submit any bid directly to the end customer's tender enquiry if we are being finalized of ITI against this EoI/RFP/Tender.

8. Evaluation:

8.1 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.

8.2 Financial Bid opening will be done after the evaluation of Technical bid (Only for technically qualified bidders)

8.3 Bidder will be selected as explained above

9. Note:

- a) The Bidding (For Technical & Financial 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 CMR- CM, F-100, Corporate Marketing, ITI Limited, Dooravaninagar, Bengaluru– 560016 email: mmurali_crp@itilttd.co.in
Mob: 94825 01476
- e) Technical bids will be opened at 12.30 PM on 08-05-2026
- 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) Bid offered should be valid for a period of 180 Days from the date of opening of EOI response.
- i) Conditional offers are liable for rejection.
- j) Consortium of two members including lead bidder is permitted in the EOI
- k) 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.
- l) The bidder to indemnify ITI LIMITED from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.
- m) In the event that ITI LIMITED 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.
- n) ITI LIMITED 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.
- o) Bidders, whose Purchase Order(s) for any Project of ITI LIMITED 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.
- p) Any existing vendor/partner of ITI Limited. 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.
- q) **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 LIMITED. ITI LIMITED will, in no case be responsible or liable for those costs, regardless of the conduct or outcome of the EOI process.
- r) **Amendment of EOI:** At any time prior to the last date for receipt of offers, ITI LIMITED, 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 LIMITED 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.
- s) ITI LIMITED will not consider any or all of the bids if they are not meeting EOI requirements.
- t) ITI LIMITED may at its discretion reject any offers received for selection without assigning any reasons.
- u) This EOI will be available on Govt & ITI Limited website: "<http://www.itilttd.in/> " under its Tender/ EOI Section.

10. 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 DGM- MSP KTK & CM.**

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.

XVI. All other terms and conditions is as per customer RFP.

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 consortium 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 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 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) 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)

(To be submitted by each member of consortium on letter head)

**Annexure-I
Appendix II**

Place:

Date:

To,
ITI Limited

Ref: ITI EOI Ref:

Subject: **Declaration Letter for Non-Blacklisting of the Bidder.**

Sir/Madam

We, the undersigned, hereby declare that we are not blacklisted/ debarred with Ministry of Communication or BSNL or debarring order issued by Department of Expenditure (DOE), Ministry of Finance (MOF) covering all central Ministries/ Departments as per provision of OM No.F.1/20/2018-PPD by Department of Expenditure (DoE), MoF dated on 2nd Nov 2021, as on Bid submission date.

We..... hereby declare that....., the bidder or any of the or each of the Consortium members is not backlisted by GST authorities. In case IE gets black listed during the tenure of contract, then IE must indemnify BSNL to ensure that no loss of input tax credit is borne by USOF, DoT due to default of IE.

For and on behalf of Signature:

(Authorized Signatory)

Name of the person:

Designation:

Name of the Respondent:

Address of the Respondent:

Company seal:

Undertaking regarding No Land border Sharing (To be in Bidder's Letter Head)
(To be submitted by each member of consortium)

(On Company's Letter Head) Reference 1:

EOI Ref

Reference 2: Department of Expenditure Office Memorandums (OMs) No 7/10/2021-PPD(1) Dated 23.02.2023.

I,.....incapacity of authorized signatory of M/s.....having Regd. office at.....being a participant bidder in BSNL T.E 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 Defense 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 fulfill all the requirements in this regard.

(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**

Declaration to be submitted by Bidders
(On Company's Letter Head)

I, _____ in capacity of authorized signatory of M/s.....having Regd. office at....., hereby declare that if we are appointed as Project Implementing Agency (PIA), either as a sole bidder or as a member of a consortium bidder, in the Tender No. MM/BNO&M/BN-III/T-791/2024 issued on 15.02.2024, then the bid submitted for this tender shall be treated as non-responsive.

(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 V**

Format of Manpower details

Bidder to provide details of the manpower as per format mentioned below:

S. No	Names of resources	Proposed role	Educational Qualification	Total Experience	Date of appointment in the bidder company	Supporting Document(s)

(Signature and Stamp of the Bidder)

CV Format

1.	Name of Person	Photo
2.	Name of Firm	
3.	Proposed Role	
4.	Education	
5.	Professional Certifications	
6.	Countries of Work Experience	
7.	Employment Records	
From:	To:	
Employer:		
Position Held:		
From:	To:	
Employer:		
Position Held:		
From:	To:	
Employer:		
Position Held:		
8.	Work Undertaken That Best Illustrates Capability To Handle The Tasks Assigned	
<i>Project Name</i>		
<i>Year</i>		
<i>Location</i>		
<i>Client</i>		
<i>Main project Features</i>		
<i>Position Held</i>		
Activities Performed:		
Expert's contact information		
E-mail:		
Phone:		
Certification:		
I, the undersigned, certify that to the best of my knowledge and belief that		
<input type="checkbox"/> This CV correctly describes my qualifications and my experience		
<input type="checkbox"/> I was not part of the team who wrote the Scope of Work for this RFP		
<input type="checkbox"/> I understand that any willful mis-statement described herein may lead to my disqualification or dismissal, if engaged		
Name of Expert:	Signature	Date:

Note: The CV shall be counter signed by the HR Head of the bidder.

Annexure-II**Bidders Profile (To be submitted by each member of consortium)**

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 last 3 financial years (Rs in Cr)	2023-24	2024-25	2025-26
6.	Networth for last financial year (Rs in Cr) 2024-25			
7.	GST Registration number			
8.	PAN Number			
9.	CIN Number, if applicable			
10.	Number of technical manpower in company's rolls			
11	In case of consortium, details of each consortium member & their scope of work			
12	Contact Details of the consortium member			

(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 (To be submitted by each member of consortium)

Sl. No	Information Required	Details
1	Name & Scope of work of the project	
2	Customer Name & Contact Details including email ID, Contact number	
3	Project Cost	
4	PO No & Date	
5	Date of commencement	
6	Commissioning Date	
7	Role of bidder	
8	Brief Description of the project	
9	Project end date	
10	Role of bidder	
11	Brief Description of the project	

(Signature and Stamp of the Bidder)

PRE-CONTRACT INTEGRITY PACT

(To be executed on plain paper and submitted along with Technical Bid/ EOI Documents. To be signed by the bidder and same signatory Competent/ Authorized to sign the relevant contract on behalf of the ITI Ltd).

EOI No.....

This Integrity Pact is made onday of 2026

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 personal is not legally entitled to.
- b. The Principal will, during the EOI process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the EOI process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/ additional information through which the bidder(s) could obtain an advantage in relation to the EOI process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons. If the principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC 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 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-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:

IEM - I

Shri Atul Jindal, IFS (Retd.):
3/10 Vishesh Khand, Opp. Little Friend School, Gomti Nagar,
Lucknow-226010 (UP)

IEM - II

Shri Benny John, IRS (Retd.):
Villa No. 36, Kent Plum 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 to weeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.

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

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

SECTION 9 - FACILITATION OF INVESTIGATION

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

SECTION 10 - LAW AND JURISDICTION

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

1.2 The actions stipulated in this Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.

SECTION 11 – PACT DURATION

This Pact begins when both the parties have legally signed it. It expires after 12 months on completion of the warranty/ guarantee period of the project /work awarded, to the fullest satisfaction of the Principal.

If the Bidder(s)/Contractor(s) is unsuccessful, the Pact will automatically become invalid after three months on evidence of failure on the part of the Bidder(s)/Contractor(s).

If any claim is lodged/made during the validity of the Pact, the same shall be binding and continue to be valid despite the lapse of the Pact unless it is discharged/determined by the Chairman and Managing Director of the Principal.

SECTION 12 - OTHER PROVISIONS

12.1 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate office of the Principal at Bengaluru.

12.2 Changes and supplements as well as termination notices need to be made in writing by both the parties. Side agreements have not been made.

12.3 If the Bidder(s)/Contractor(s) or a partnership, the pact must be signed by all consortium members and partners.

12.4 Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

12.3 Any disputes/ difference arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with interpretation thereof shall not be subject to any Arbitration.

12.4 The action stipulates in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Pact at the place date first done mentioned in the presence of the witnesses:

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

.....

.....

Name Designation

Name Designation

Witness

1.

1.

2.

2.

DECLARATION OF No RELATION IN ITI

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder & consortium member failing which the offer of Bidder is liable to be summarily rejected)

To,

ITI Limited,
ITI Bhawan, Doorvani Nagar,
Bangalore: 560016

Dear Sir,

Sub: Declaration for relation in ITI

Subject: EoI - _____

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner (s)/Director(s) employed in ITI

Tick (✓) any one as applicable:

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in ITI

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm have relation/relatives employed in ITI and their particulars are as below:

(i)

(ii)

(Signature, Date & Seal of Authorized Signatory of the Bidder)

Note:

1. Attach separate sheet, if necessary. If ITI Management comes to know at a later date that the information furnished by the Bidder is false, ITI reserves the right to take suitable action against the Bidder/Contractor.

Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...
AMONGST

1. Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at (hereinafter referred to as the “**First Part**”, which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

WHEREAS,

(A) ITI Limited having its corporate office at Registered & Corporate Office, ITI Limited, Doorvani Nagar, Bangalore 560016 represented by its CMD (hereinafter referred to as the “ITI” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the **Bids**) by its EOI No.dated..... for BSNL Request for Proposal No. dated (the “**RFP**”) for Selection of Independent Engineer (IE) for Amended BharatNet Program in the States of Odisha & Sikkim. (the“**Package**”).

(B) The Parties are interested in jointly bidding for the package as members of a Consortium and in accordance with the terms and conditions of the RFP document and other Bidding Documents in respect of the package, and It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the package.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this package, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the package, the Lead Member shall enter into a Contract Agreement with the ITI and for performing all its obligations as the PIA in terms of the Contract Agreement for the package

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the expiry of the Defects Liability Period under and in accordance with the Contract Agreement;
- (b) Party of the Second Part shall be {the Technical Member of the Consortium;
- (c) Party of the Third Part shall be {the Technical Member of the Consortium;

5. Joint and Several Liability

5.1 The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the package and in accordance with the terms of the RFP and the Contract Agreement.

5.2 The Parties do hereby undertake and declare that the Lead Member shall represent all the members of the Consortium and shall at all times be liable and responsible for discharging the functions and obligations of the Consortium; and that each member of the Consortium shall be bound by any decision, communication, notice, action or inaction of the Lead Member on any matter related to this Agreement and the ITI shall be entitled to rely upon any such action, decision or communication of the Lead Member. The ITI shall have the right to release payments solely to the Lead Member and shall not in any manner be responsible or liable for the inter se allocation of payments among members of the Consortium.

6. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

- i. require any consent or approval not already obtained;
- ii. violate any Applicable Law presently in effect and having applicability to it;
- iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
- iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
- v. Create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or

prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the expiry of the Defects Liability Period under the Contract Agreement, in case the package is awarded to the Consortium. However, in case the Consortium is either not qualified for the package or does not get selected for award of the package, the Agreement will stand terminated in case the Bidder is not qualified or upon return of the Bid Security by the BSNL to the Bidder, as the case may be.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the BSNL

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED AND SIGNED, SEALED AND DELIVERED AND SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PART

(Signature)

(Name)

(Designation)

(Address)

For and on behalf of

Notes:

Bank Guarantee
(To be typed on Rs.100/- non-judicial stamp paper)

To,
ITI Limited,
Dooravaninagar,
Bangalore-560016.

Sub: Bank guarantee.

Whereas (Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of Rs./- (Rupees Only) (hereafter known as the “B. G. Amount”) valid up to (hereafter known as the “Validity date”) in favour of ITI Limited, Bangalore (Hereafter referred to as ITI) for participation in the tender of work of

Now at the request of the Bidder, We..... BankBranch having (Address) and Regd.office address as (Hereinafter called ‘the Bank’) agrees to give this guarantee as hereinafter contained:

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the ITI stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the ITI by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the ITI in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the “B.G. Amount”.

3. We undertake to pay to the ITI any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment

4. We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the ITI under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till ITI certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or

before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We the Bank further agree with the ITI that the ITI shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the ITI against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the ITI or any indulgence by the ITI to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. Notwithstanding anything herein contained; (a) The liability of the Bank under this guarantee is restricted to the "B. G. Amount" and it will remain in force up to its Validity date specified above. (b) The guarantee shall stand completely discharged and all rights of the ITI under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

7. In case ITI demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "ITI Limited, Bangalore" payable at Bangalore.

1. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not Rs./- (Rupees Only)
2. This Bank Guarantee shall be valid up to
3. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before (date of expiry of guarantee)

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

Telephone Numbers.

Fax numbers