

**Notice Inviting EOI for selection of System Integrator to participate in tender for the procurement of Small Form - Factor Pluggable Transceiver**

Ref: CORP/MKTG/BSNL/SFP/23

Date: 19/12/2024



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

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

## 1. Introduction

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

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

ITI LTD intends to participate in the tender for "procurement of Small Form - Factor Pluggable Transceiver (SFP) floated by BSNL." This EOI is floated for selection of System Integrator, who is ready to work with ITI Limited, on back-to-back basis for all the terms and conditions of Customer RFP and bring OEM of SFP, who will be consortium partner with ITI, on exclusive basis. ITI Limited is desirous of bidding with eligible SFP OEM, as consortium, as per customer requirement, for the customer tender, based on the eligibility criteria defined in the customer RFP.

ITI LTD invites Expression of Interest (EOI) from eligible bidders for the selection of system Integrator with OEM of SFP, who can work with ITI and for addressing the tender floated by BSNL.

## 2. Important Dates

Date of EOI Upload	19/12/2024
Pre Bid Queries	Can be sent by email till 21/12/2024
Due Date for EOI Submission	Date: 24/12/2024 12.00 PM
Due Date of Bid Opening	Date: 24/12/2024 12.30 PM
ITI LTD Contact Person	<b>Contact details :</b> 1. GM- CM, Corporate Marketing, Corporate Office, ITI Limited, Dooravaninagar, Bengaluru- 560016 email: bindums_crp@itiltd.co.in Mob: 8078535507 2. CMR(Mktg), Corporate Marketing, Corporate Office, ITI Limited, Dooravaninagar,

	Bengaluru– 560016 email : vrsakum_crp@itilttd.co.in Mob: 9535325537
Mode of submission	The Bid shall be uploaded in e-procurement site of ITI Limited ( <a href="https://itilimited.ewizard.in/">https://itilimited.ewizard.in/</a> ). For submission of online bid and procedure to be followed, visit <a href="https://itilimited.ewizard.in/">https://itilimited.ewizard.in/</a>

### 3. Scope of Work

3.1 This EOI is for selection of system integrator who will be submitting their bid along with OEM of SFP who have expertise as per the tender requirement and is ready to work with ITI Limited for BSNL tender with the following scope of work:

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

- The tender is for the Supply of SFPs of different capacities over different span to equip slot(s) of SDN enabled MPLS-IP based access and aggregation network (MAAN) nodes (A3/A4/B3/B4/C1) in BSNL network. The offered/supplied SFPs should be compatible with OEM equipment (C1/B4/B3/A3/A4 MAAN nodes) of M/s Tejas Networks Limited. The supplied SFPs should also be compatible with other working SFPs of M/s Cisco, Huawei, and Nokia etc. in BSNL network including 3 years warranty. The successful bidder shall provide required patch cord of 30 metres in length with connector as per site requirement..

3.3 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. GEM/2024/B/5616169 dated 28-11-2024

### 4.0 Eligibility Criteria

<b>4(i)</b>	<b>Prequalification Eligibility Criteria of Applicants</b>
A.	The bidder should be an Indian company registered under Indian company's Act, 1956 or 2013. The company should have been operational in India for at least three financial years.
B.	<p><b><u>Turnover</u></b></p> <ul style="list-style-type: none"> <li>Bidder should have a minimum average annual turnover from IT/Telecom business of Rs. 4 Cr for the last three financial years (i.e FY 2021-22, 2022-23, FY 2023-24).</li> <li>OEM of SFP should have a minimum average annual turnover of Rs. 8 Cr for the last three financial years (i.e FY 2021-22, 2022-23, FY 2023-24)</li> </ul> <p><b>Note:</b> * Bidder's Parent/group company turnover will not be considered in turnover criteria.</p>

	<p>C. <b><u>Networth</u></b> Bidder to have positive networth in the last financial year (2023-24).</p>
	<p>D. <b><u>Experience</u></b> The bidder/OEM should have the experience of manufacturing/supplying of total quantity of at least 600 No. of 10GE (at least 100 of 10km, 200 of 40km &amp; 500 of 80kms) and 100 no. of 100GE (at least 10 of 10km &amp; 100 of 80km) SFPs to any telecom operator(s)/Govt Department/Govt PSUs in India during the last three financial years period i.e. 2021-22; 2022-23 and 2023-2024. Documentary evidence to that effect in the form of Inspection Certificate or Delivery challans with Purchase Orders or Experience Certificate issued by the concerned purchaser shall have to be furnished along with Bid Document. The experience certificate must have the details of the purchaser like Name of purchaser, PO details, Quantity &amp; Type of SFPs, Project Name, Contact details like Phone/Mobile Nos, E-Mail, Address etc.</p>
	<p>E Any bidder &amp; OEM from a country which shares land border with India will be eligible to bid if the bidder &amp; OEM 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 (DoE), Ministry of Finance. The bidder &amp; OEM shall submit an undertaking as per <b>Annexure-I Appendix III</b> in this regard.</p>
	<p>F Only Class-I Local &amp; Class-II Local Suppliers, fulfilling the criteria contained in instructions regarding Public Procurement (Preference to Make in India) issued vide DPIIT (Department for Promotion of Industry and Internal Trade) Order vide number P-45021/2/2017-PP(B.E.-II)-Part IV (Vol-II) dated 19.07.2024 and subsequent amendments, if any, are eligible to participate in the tender. Duly filled Form-1 [<b>Annexure-I Appendix IV</b>] with Local content claimed for the tendered item(s), has to be submitted by OEM, failing which their bid will be treated as Non-Local Bid and shall not be considered in the tender. Undertaking &amp; Auditor certificate from Bidder &amp; OEM to be submitted along with the bid</p>
	<p>G Bidder and it's OEM company shall submit a self-declaration that they are not blacklisted/debarred with Ministry of Communication or BSNL or debarring order issued by Department of Expenditure (DOE), Ministry of Finance (MOF) covering all central Ministries/ Departments as per provision of OM No.F.1/20/2018-PPD by Department of Expenditure (DoE), MoF dated on 2nd Nov 2021 as on Bid submission date. If the bidder(s) or its OEM is/are found to have been blacklisted by any authorities mentioned above at any stage of the tender or during supply, action shall be taken by BSNL as per tender terms and conditions .Undertaking as per <b>Annexure-I Appendix II</b></p>
	<p>H All the bidders who meet the above eligibility criteria will be required to submit one sample set of each type of SFP, which will be tested in BSNL network. The financial bid shall be opened only for those techno commercially responsive bidders whose all five sample sets passes the test. Undertaking regarding the same need to be submitted along with the bid</p>
	<p>I The OEM of the supplied equipment shall have approval as a trusted source from the National Security Council Secretariat (NSCS) before placement of PO/start of supply. Bidders are required to furnish filled forms (provided as <b>Annexure-I Appendix V</b>) in their Technical bids for information required on part of their OEMs for obtaining clearance/ approval from National</p>

		Security Council Secretariat (NSCS). It is also clarified that as per the referred procurement guidelines, contract/PO shall be placed only after clearance / approval from National Security Council Secretariat(NSCS), is obtained by OEM of bidder. Any guidelines of NSCS in this regards at the time of supply shall be applicable. Any equipment which has active programmable components in it is considered to be part of National Security Directive on Telecom Sector (NSDTS) platform provided it is being procured and used by licensees in their network. In addition, any OFC related equipment which are offline in nature, need not form part of NSDTS, however, OFC systems which are online in nature will be evaluated on the Trusted Telecom Portal”. The OEM have to submit an under taking that supplied SFPs shall not have any active programmable component for claiming exemption from trusted source clearance from National Security Council Secretariat (NSCS).
	J	The mandatory testing and certification of telecom equipment (MTCTE) provides that every telecom equipment must undergo mandatory testing and certification prior to sale, import or use in India. The supplied equipment should meet above guidelines as applicable. Undertaking regarding the same to be submitted along with the bid
	K	The OEM should have local technical support and after sales repair center in India either directly or through authorized distributor/channel partner. Copy of the details of local support centre should be submitted along with the bid. The OEM should be of high repute and should have a proven track record in manufacturing and supplying the modern telecom equipment including SFPs as per International Technical and Quality Standards.
	L	OEM to meet the eligibility requirement and technical specification as asked in the BSNL tender with respect to field trial, technical specification and deployment experience of the products quoted. Undertaking regarding the same to be submitted along with the bid
	M	Bidder should undertake to comply with all the BSNL tender requirements including technical specifications, TEC GR, Product requirement, (undertaking & compliance to be submitted at the time of EOI bid submission) and comply with all the clauses fully and abide by all the requirements with respect technical specifications, deliveries, quality, scope of work, payment terms time line etc., including the scope of work during warranty and maintenance phases.
	N	Bidder 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. An undertaking by the bidder should be submitted.
	O	Bidder 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. Undertaking in this regard to be submitted.
	P	Undertaking expressing willingness to sign MOU with ITI LTD
	Q	Bidder 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. An undertaking for the same by the bidder should be submitted.
	R	Bidder shall submit a list of Key technical personnel with the required domain experience.
	S	Bidder should submit write up on Project Implementation Plan and capability (technical and financial) on how the project will be executed by the bidder

T	Bidder must submit Manufacturer's Authorization Form (MAF) including the GeM Bid Reference Number along with OEM details such as Name, designation, address, email Id and phone number required to be furnished along with bid.
U	The offered/supplied SFPs should be compatible with OEM equipment (C1/B4/B3/A3/A4 MAAN nodes) of M/s Tejas Networks Limited. The supplied SFPs should also be compatible with other working SFPs of M/s Cisco, Huawei, and Nokia etc. in BSNL network. Undertaking regarding the same to be submitted along with the bid
V	Bidder should submit relevant copy of purchase order, completion certificate from client or CA certified copies to be submitted as a proof of receipt of payment and a self-certificate with proper contact detail of clients along with PO reference and amount supplied (Details of End User - Firm Name, Contact person, Designation, Telephone Number, Fax, Official mail id etc.).  The same should be issued by authorized signatory of bidder. Projects executed by bidder's group of companies shall not be considered. For completed project, satisfactory completion certificate need to be submitted. In case of ongoing works, the project completion status document from customer need to be submitted. 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 <b>Annexure – IV</b> .

**4(ii) Checklist of documents/information to be submitted by bidder**

a.	Company Profile
b.	Certificate of Incorporation
c.	Memorandum & Articles of Association
d.	Audited financial statements for the last 3 years (2021-22, 2022-23 and 2023-24) by CA & Auditors turnover certificate as per 5(i) B
e.	Auditors Net worth certificate (2023-24) as per 5(i) C
f.	Satisfactory completion certificates including Purchase Order, Completion Certificates as per clause 5 (i) D The Bidder shall submit: <input type="checkbox"/> Certificate from the client on its letterhead clearly mentioning the Experience/ Work Completion details (and) <input type="checkbox"/> Corresponding Work Order from the client (Highlighting the Scope of Work/ services clearly)
g.	GST certificate
h.	Copy of PAN Card
i.	CIN (Corporate Identity Number), if applicable
j.	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
k.	List of Directors / CEO / COO including their name (s) and address(s) Director Identification Number [DIN] of all the Directors. Corporate Identity Number [CIN].

l	Undertakings (in Company letter head ) for acceptance of terms and conditions as per Annexure I -Appendix I	
m	Undertaking(in Company letter head ) regarding not blacklisting as per Annexure I -Appendix II	
n	Undertaking(in Company letter head ) regarding no land border sharing as per Annexure I - Appendix III	
o	Undertaking regarding LC content as per Annexure-I Appendix IV & Auditor certificate from OEM of SFP	
p	Format for Trusted product as per Annexure-I Appendix V	
q	Bidders Details as per Annexure II	
r	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.	
s	Experience Details as per Annexure IV	
t	Pre-Contract Integrity Pact as per Annexure-V	
u	Bank Guarantee Format as per Annexure VI	
v	Manpower details as per clause 5(i) R	
w	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) S	
x	MAF from SFP OEM	
<b>4(iii) General</b>	<b>Please provide compliance for the following clauses</b>	<b>Compliance</b>
1	ITI LTD reserves the right to undertake services likes O&M, if applicable during the course of the project	
2	Bidder should be willing to impart required training to ITI LTD engineers for undertaking services & execution of project	
3	Bidder should be willing to sign an exclusive agreement with ITI LTD for smooth execution of the project	
4	All commercial terms will be as per the customer Tender/PO.	
5	Earnest Money Deposit (EMD) / Bid Security for Rs. 26 Lakhs in the form of Bank Guarantee and PBG as per customer RFP required for submitting the customer tender will be borne by the selected bidder. Undertaking regarding the same need to be submitted along with the bid Note: ITI LTD reserves the right to verify the genuineness of the BG with the bidder's bank.	
6	<b>Project Schedule:</b> • Project Schedule as per the end customer Tender/ PO on back to back basis	

	<ul style="list-style-type: none"> <li>The project will be considered as completed after obtaining the required Acceptance Certificate from the end customer based on the project deliverables.</li> </ul> <p>Further O&amp;M shall be supported as per end customer.</p>	
7	<p><b>LD Clause:</b> LD 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>)</p> <p>OR as per the end customer PO/tender clause whichever is higher.</p>	
8	<p><b>Payment Terms:</b></p> <p>a. Payment terms will be as per end customer tender/PO through an Escrow account on back-to-back basis.</p> <p>b. Payment to the partner shall be done after deduction of all</p> <ul style="list-style-type: none"> <li>i. LD/recoveries imposed by end customer (if any), and</li> <li>ii. ITI LTD's margin &amp; statutory dues</li> </ul> <p>If the partner is in disagreement with the deductions, the partner will have to write to ITI LTD with all the explanation &amp; supporting documents</p>	

**5.0 Evaluation:**

- a. **The process of evaluation will be as below:** All the bids will be scrutinized for technical and financial eligibilities, undertakings and compliance to EOI terms and conditions. The PO copies/experience certificates submitted by the bidders will be cross verified with the issuing authorities/clients. Bids conforming to prequalification eligibility criteria and other terms and conditions stipulated in the EOI shall only be considered as responsive and shall be considered for further evaluation process



**6 Financial Bid:** Financial Bid as per format is attached as separate excel sheet , which has to be filled and enclosed as Financial Bid separately

Price and Margin Bid Format:

**Name of Bidder:**

Sl. No	Description	Price/Margin
A	Submit Lumpsum details for supply and service items as per Schedule of Requirements (SoR) and Scope of Work (SoW) in INR (without Taxes)	
B	Quote margin to ITI as a percentage of A	
C	Absolute value of Margin = A*B	0
D	Overall Quoted price = A-C	0.00

During evaluation bidders with least “D” will be considered

Note: SoR & SoW as per Tender document

**7 Special Conditions of EOI:**

- a. No advance will be paid to the back-to-back partner, even though ITI is eligible to get advance from the customer being a front end bidder.
- b. The selected SI, who has partnered with ITI for a particular tender/ project shall not partner with any other lead bidder for the same tender/project
- c. The OEM of SFP equipment must work as consortium partner with ITI LTD on exclusive basis
- d. If the bidder is selected, during the final tender submission, the price to be quoted shall not be more than price “A” and the margin offered to ITI shall not be less than “B”
- e. During evaluation, bidders with least “D” will be selected as the partner for this tender

## 8 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](http://www.itilttd.in) or CPP portal [www.eprocure.gov.in](http://www.eprocure.gov.in). For uploading the bid proposal, all bidders have to register in our eProcurement portal (<https://itilimited.ewizard.in/>). When submitting the bid please state the tender ID.
- d. Any clarifications regarding the tender can be obtained from CMR- CM, Corporate Marketing, Corporate Office, ITI Limited, Dooravaninagar, Bengaluru– 560016 email: : [vrsakum\\_crp@itilttd.co.in](mailto:vrsakum_crp@itilttd.co.in), [bindums\\_crp@itilttd.co.in](mailto:bindums_crp@itilttd.co.in), Mob: 9535325537, 8078535507
- e. Technical bids will be opened at **4.30 PM on 24-12-2024**
- f. All the bids will be scrutinized as per eligibility conditions and compliance to the EOI terms & conditions.
- g. Financial Bid opening will be done after the evaluation of Technical bid (Only for technically qualified bidders)..
- h. The Transfer of Technology to ITI Ltd by the selected Partner through OEM for SFP equipment has to be mutually discussed and agreed upon in case of winning the contract for which the terms and conditions can be dealt separately.
- i. Any Liquidated Damage (LD) imposed by customer for delayed deliveries or services as per the terms and conditions of BSNL Tender, the same will be passed on to the partner and cause of LD. An appropriate mechanism and frame work shall however be decided before taking up the roll out so as to decide the clear line of responsibility in cases of overlapping responsibilities.
- j. Bid offered should be valid for a period of 180 Days from the date of opening of EOI response.
- k. Conditional offers are liable for rejection.
- m. Consortium is not allowed
- n. The Bidders should give Clause by clause compliance (as per annexure III) of EOI with references to supporting documents; otherwise the offers are liable for rejection.

- o. The bidder to indemnify ITI LTD from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.
- p. In the event that ITI LTD is required to provide demonstration or working of the product to their buyers, the same shall be arranged by the bidder at latter's cost and expenditure.
- q. ITI LTD reserves the right to suspend or cancel the EOI process at any stage, to accept, or reject any, or all offers at any stage of the process and / or to modify the process, or any part thereof, at any time without assigning any reason, without any obligation or liability whatsoever.
- r. Bidders, whose Purchase Order(s) for any Project of ITI LTD was/were cancelled on risk & cost basis for nonperformance or non-submission of performance guarantee in last 2 years, are not eligible to participate in this tender.
- s. Any existing vendor/partner of ITI Ltd. willing to participate in this EOI/RFP must have a good track record with ITI or submit a Performance Clearance Certificate from the respective concerned ITI unit/office.
- t. **Cost of EOI:** The bidder shall bear all costs associated with the preparation and submission of his offer against this EOI, including cost of presentation for the purposes of clarification of the offer, if so desired by ITI LTD. ITI LTD will, in no case be responsible or liable for those costs, regardless of the conduct or outcome of the EOI process.
- u. **Amendment of EOI:** At any time prior to the last date for receipt of offers, ITI LTD, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI document by an amendment. In order to provide prospective bidder reasonable time in which to take the amendment into account in preparing their offers, ITI LTD may, at their discretion, extend the last date for the receipt of offers and/or make other changes in the requirements set out in the Invitation for EOI.
- v. ITI LTD will not consider any or all of the bids if they are not meeting EOI requirements.
- w. ITI LTD may at its discretion reject any offers received for selection without assigning any reasons.
- x. This EOI will be available on Govt & ITI Ltd website: "<http://www.itiltd.in/> " under its Tender/EOI Section.

## **9 Other Terms and conditions:**

### **I. Confidentiality**

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

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

### **II. Transparency**

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

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

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

**IV. Arbitration:**

In case amicable settlement is not reached in the event of any dispute of difference arising out of the execution of the contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the bidder in any manner touching upon the contract, such dispute or difference shall (Except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by ITI LTD.

- The award of the arbitrator shall be binding upon the parties to the dispute.
- Subject as aforesaid, the provisions of Arbitration and reconciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to arbitration proceedings under this clause. The cost of arbitration shall be borne equally by both the parties.
- Work under the contract shall be continued during the arbitration proceedings.
- Failure to comply with any of the above conditions can result in termination of the contract, forfeiture of the security deposit, penalty as may be decided by ITI LTD and future blacklisting of the bidder.
- The arbitration location will be at Bengaluru

**V. Set Off:** Any Sum of money due and payable to the bidder under this customer PO may be appropriated by the customer or any other person contracting through the ITI LTD and set off the same against any claim of the customer for payment of a sum of money arising out of this EOI or under any other EOI/contract made by the bidder with the customer.

**VI.** The interested bidder may like to discuss the customer tender related information, EOI Bidding Conditions, Bidding **Process and clarifications.**

**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. Liquidated Damage (LD) may be included, i.e if any imposed on ITI for the reasons related to the bidder shall be carry forwarded to bidder

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

#### **XI. 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.

#### **XII. 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.

#### **XIII. 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.

**XIV. 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

**XV. 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.

**XVI. 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.

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

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

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

1. to work exclusively with ITI complying to the EOI and Customer Tender terms and conditions including corrigenda, amendments, prebid clarifications, agreements etc. Also, we agree to implement the project (scope of work as per Customer Tender terms and conditions including investment) covering Operation & maintenance etc, in the event of ITI LTD winning the contract on back-to- back basis.
2. Submit Earnest Money Deposit (EMD) / Bid Security for Rs. 26 Lakhs and PBG as per customer tender to be borne by the selected bidder at the time of placement of order as per customer tender terms. 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, as decided by ITI Limited (while submitting the bid to the customer) & PBGas per customer tender requirement 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. agrees that he/she has read the customer tender document clauses fully and abide by all the requirements with respect technical specifications, deliveries, quality, scope of work, payment terms time line etc., including the scope of work
5. That we will be equipped with the required manpower with qualifications, certifications and experience as mentioned in the customer tender.
6. to comply with all the end customer EOI/tender requirements including technical specifications
7. 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.
8. 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.
9. 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.

10. To sign MoU/Teaming Agreement, Integrity Pact with ITI LTD for addressing the customer tender as per customer's tender terms and conditions.
11. To indemnify ITI LTD from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.
12. 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.
13. We understand that if the contents of the certificate submitted by us are found to be forged/false at any time during process for evaluation of EOI/tenders, it shall lead to forfeiture of the Bid Security and may also lead to any other action provided in the contract including banning of business for a period of upto two years. Further, we and all our constituents understand that our offer shall be summarily rejected.

(Signature and Stamp of the Bidder)



**Annexure-I  
Appendix II**

Undertaking regarding not Blacklisted certificate (To be in Bidder's Letter Head)

We,....., hereby declare that,..... the bidder or OEM are not blacklisted/debarred with Ministry of Communication or BSNL or debarring order issued by Department of Expenditure (DOE), Ministry of Finance (MOF) covering all central Ministries/ Departments as per provision of OM No.F.1/20/2018-PPD by Department of Expenditure (DoE), MoF dated on 2nd Nov 2021 as on Bid submission date. If the bidder(s) or its OEM is/are found to have been blacklisted by any authorities mentioned above at any stage of the tender or during supply, action shall be taken by BSNL as per tender terms and conditions.

(Signature and Stamp of the Bidder)

**Annexure-I  
Appendix III**

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

**Reference 1 : BSNL Tender No .....issued on  
.....**

**Reference 2: Department of Expenditure Office Memorandums (OMs) No. 7/10/2021-PPD(1)  
dated 23<sup>rd</sup> February 2023 and its subsequent Clarification, if any .**

I, in capacity of authorized signatory of M/s.....(Name of the company) having Regd. office

at.....being a participant bidder in BSNL T.E cited at reference 1 above, do hereby declare that I have read and understood all the clauses 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 bidders from a country or countries which shares a land border with India. It is declared that we fulfil all the requirements in this regard and are eligible to be considered for the Tender Enquiry under reference 1 above.

Further, we undertake that we will also abide by all the requirements of cited OMs during the entire contract period.

(Name of the authorized signatory)

Signature

Designation in Company

Seal / Stamp of Company

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

**Self-declaration regarding Local Content (LC) for Telecom Product**

**Form-1**

**Format for Self-Certification regarding Local Content (LC) for Telecom Product, Services or Works to be submitted on non-judicial stamp paper of the value Rs. 100/-**

**Date:**

I \_\_\_\_\_ S/o, D/o, W/o, Resident of \_\_\_\_\_ do hereby solemnly affirm and declare as under:

That I agree to abide by the terms and conditions of Department of Telecommunications, Government of India issued vide Notification No: \_\_\_\_\_ dated \_\_\_\_\_.

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any other authority so nominated by the Department of Telecommunications, Government of India for the purpose of assessing the LC.

That the LC for all inputs which constitute the said Telecom Product/Services/Works has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the LC of the Telecom Product/Services/Works mentioned herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority so nominated by the Department of Telecommunications, Government of India, **I and my Statutory auditor or cost auditor (if applicable) will be liable for actions as specified in Clause (9) of the DPIIT PPP-MII Order dated 19.07.2024 for all incorrect/false facts and figures.**

I agree to maintain detailed breakup / information (separately for each product) to substantiate my claim for LC in the Company's record for a period of 2 years and shall make this available for verification to any authority. I shall also maintain records of local content pertaining to items bought from other domestic manufacturers / traders.

[Please provide following information]

- i) Name and details of the local supplier (Registered Office, Manufacturing unit location, nature of legal entity)
- ii) Date on which this certificate is issued
- iii) Telecom Product/Services/Works for which the certificate is produced
- iv) Procuring agency to whom the certificate is furnished
- v) **Percentage of LC claimed**

- vi) Name and contact details of the unit of the manufacturer
- vii) Sale Price of the product
- viii) Ex-Factory Price of the product
- ix) Freight, insurance and handling
- x) Total Bill of Material
- xi) List and total cost value of inputs used for manufacture of the Telecom product/Services/Works
- xii) List and total cost of inputs which are locally sourced. Please attach LC certificates from local suppliers, if the input is not produced in-house.
- xiii) List and cost of inputs which are imported, directly or indirectly

I hereby certify that, having read all the provisions of the above order and principles / basis of calculations, the local content calculation does not include the following:

- a) Imported items sourced locally from resellers/distributors.
- b) The license fees / royalties paid/ technical charges paid out of India
- c) Procurement / supply of repackaged / refurbished/rebranded imported products

I hereby also certify to the best of my knowledge and belief that all the particulars furnished above are correct and complete. I agree to comply with the terms and conditions of the DPIIT PPP-MII order dated 19.07.2024 and DoT PPP-MII Notification dated.....

**I understand that any incorrect declaration regarding the local content or failure to substantiate the claim of LC will result in penalties as specified in Clause (9) of the DPIIT PPP-MII Order dated 19.07.2024.**

I further certify and take personal responsibility that I have applied my mind to the calculations and principles of LC as specified in this order and I shall, having declared the LC shall not seek recourse to change it on any ground. Any changes made by me on any grounds in a bid in LC after bid submission shall make my bid non-responsive and I shall hold myself liable for civil/criminal action arising out of any such change. I understand and agree that any such post bid change in LC content shall also be a valid ground for blacklisting of the firm from future contracts/bids.

**Signature:**  
**Name:**  
**Designation:**  
**Address:**  
**Email Address:**  
**Mobile No.:**  
**Place:**  
**Date:**

**Annexure-I  
Appendix V**

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

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

(Signature and Stamp of the Bidder)

**Bidders Profile**

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

(Signature and Stamp of the Bidder)

**Compliance Statement**

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

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

(Signature and Stamp of the Bidder)

**Work Experience Details – project wise**

<b>Sl. No</b>	<b>Information Required</b>	<b>Details</b>
1	Name & Scope of work of the project	
2	Customer Name & Contact Details including email ID, Contact number	
3	Project Cost	
4	PO No & Date	
5	Start date of the project	
6	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 on .....day of 2024

**BETWEEN:**

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

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

Preamble

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

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



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

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

#### SECTION 1 – COMMITMENTS OF THE PRINCIPAL

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

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

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

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

- a. The bidder(s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the EOI process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever (during the EOI process or during the execution of the contract).

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

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

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

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

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

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

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

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

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

#### SECTION 4 – PREVIOUS TRANSGRESSION

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

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

#### SECTION 5 – COMPENSATION FOR DAMAGE

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

5.2 In addition to 5.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to termination of Contract due to Contractor default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor or demand and recover 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:**

Shri Atul Jundall, IFS (Retd.)

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

8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.

8.3 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents Bidder(s)/Contractor(s) with confidentiality.

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

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

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

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

## SECTION 9 - FACILITATION OF INVESTIGATION

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

## SECTION 10 - LAW AND JURISDICTION

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

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

#### SECTION 11 – PACT DURATION

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

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

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

#### SECTION 12 - OTHER PROVISIONS

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

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

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

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

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

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

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

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

.....

.....

Name Designation

Name Designation

Witness

1. ....

1. ....

2. ....

2. ....

**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..... Bank .....Branch 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