



आईटीआई लिमिटेड
नेटवर्क सिस्टम्स यूनिट
सामग्री प्रबंधन विभाग
F- 100, पश्चिम विंग
दूरवाणीनगर, बेंगलूरु - 560 016, भारत.
फोन : +91 (80) 2566 0508
ई-मेल : materials_nsu@itiltd.co.in
ISO 9001: 2015 प्रमाणित युनिट

ITI LIMITED

Network Systems Unit
Materials Management Dept.
F-100, West Wing,
Dooravaninagar, Bengaluru - 560 016, India.
Tel : +91 (80) 2566 0508
E-mail : materials_nsu@itiltd.co.in
ISO 9001 : 2015 Certified Unit

ITI Web-Site / Govt. Portal

ENQUIRY

NSU 2E 18 H

DATE 10 05 2022

Dear Sir / Madam, Please quote your best price and delivery for supply of the following item/s.

Sl. No.	ITEM DESCRIPTION	QUANTITY
1	<p>Uploading of GIS Data on GFGNL Portal of M/s GML (Zone72B) & M/s Raj Solutions (Zone 82) in Island 3 consisting of the following activities:</p> <ol style="list-style-type: none"> 1) Correction & Updation of GIS Trench Scope using collection of Data after field visits using DGPS & GFGNL GIS Mobile Application. 2) Correction or addition of GIS Scope indicated in Annexure-III for M/s GML & M/s Raj Solutions in Back End in GIS Portal for GIS entities like Duct, Fiber, Exchange, GP location, OLT, ONT, Manhole, Handhole, Couplers, Splitter, Splice closure, Route Marker, L2 Switch, UPS, FDMS. 3) Importing of missing GIS Information from soft/hard copy of ITP/ ABD provide by ITI. 4) The scope include creation of missing ABD, creation of Missing ITP which should eventually lead to successful AT sign off of pending AT cases and therefor ITI acceptance. 	As per BOQ Indicated in Annexure I, II & III
<p>Special Note: Please refer to following Tender Document enclosed before submitting Tender.</p> <ol style="list-style-type: none"> 1. Tender Document No CORP/BBNL/GFGNL/GIS/NIT-1 dt 10th May 2022. 2. GFGNL REF no: GFGNL/DST/BharatNet-PIA/2018/30 terms and conditions <p>Enclosed: Annexure I, Annexure II, Annexure III-BOQ Annexure IV : Tender Document, Annexure V : EMD Bank Guarantee Format, Annexure VI: Bank Guarantee Proforma Annexure VII : Non-Disclosure Agreement, Annexure VIII: Proforma of Agreement Annexure IX : Price Bid Format</p>		
Tender Due Date	24-05-2022 at 2.00 PM	Tender Opening Date 24-05-2022 at 3.00 PM
Tender Opening Venue	Materials Management Dept., N.S.Unit, I.T.I. Ltd., F-100 West Wing, Dooravaninagar, Bengaluru-560 016 through ITI Tender Wizard Portal (E tendering)	
Delivery	30 Days from the date of P.O	At: Ref. tender documents
Terms of Payment (TOP)	Payment will be made as per of Tender Document vide Chapter 3 Clause 3.6	
Loading for TOP	Loading will be done @ 10.5% for those who do not comply to ITI terms of payment.	
Splitting of Order	As per Tender Document.	
Compliance	Point-wise compliance to each item/ Clause mentioned in Tender Document.	
Validity of the offer	90 days from Tender Opening date.	
Security Deposit	7.5% of the PO value as per Tender Document.	
PBG	Successful bidder should submit PBG for 3% of order value including GST, valid for 2 years	
Earnest Money Deposit	2% of the tender value or valid MSME Certificate.	
Tender Fee	Rs 5900/- (Including 18% GST) / MSME exempted	
<p>Note: (i) Tender fee and EMD/ valid MSME Certificate should be submitted along with quotation (ii) Offers should be submitted online along with Dealership Certificate, Catalogue & Brochure. FOR SUBMISSION OF ONLINE BID & PROCEDURE TO BE FOLLOWED VISIT www.tenderwizard.com/ITILIMITED All Vendors have to register in website & pay the tender processing fee if required: www.tenderwizard.com/ITILIMITED for submitting online BID</p>		<p>For ITI Ltd., N S Unit,</p> <p><i>Leendhy</i> 10/05/22 Deputy General Manager-MM(NS)</p>

पंजीकृत एवं निगमित कार्यालय : आईटीआई भवन, दूरवाणीनगर, बेंगलूरु - 560 016, भारत. फोन : +91 (080) 2561 4466, फैक्स : +91 (080) 2561 7525
Registered & Corporate Office : ITI Bhavan, Dooravaninagar, Bengaluru - 560 016, India Phone : +91 (080) 2561 4466, Fax : +91 (080) 2561 7525

TIN : 29980058837 GSTIN : 29AAAC14625C2ZU CIN : L32202KA1950G01000640 Visit our Website : www.itiltd.in

Island	Block	OSP	Zone	GFGNL OLT Name	OLT Name	Trenching		Actual approx Pendency
						SOW (in Kms)	Trenching (in Kms)	
Island 3	Mandvi	GML	Zone-71B	SRT_MDV_ARETH_B14236	SRT139_Areth	61.52	28.82	32.7
Island 3	Mandvi	GML	Zone-71B	SRT_MDV_MANDVI_B24236	SRT114_Mandvi	45.17	43.31	1.86
Island 3	Mandvi	GML	Zone-71B	SRT_MDV_MORITHA_B34236	SRT126_Moritha	54.56	53.47	1.09
Island 3	Mandvi	GML	Zone-71B	SRT_MDV_DEVGADH_B44236	SRT130_Devgad	52.22	52.09	0.13
Island 3	Umarpada	GML	Zone-71B	SRT_UPD_UMARPADA_B14244	SRT083_Umarpada	58.68	56.96	1.72
Island 3	Umarpada	GML	Zone-71B	SRT_UPD_ZHANKVAV_B34237	SRT087_Zhankvav	69.73	71.99	0
					Total	341.88	306.64	37.5

Island	Block	OSP	zone	GFGNL OLT Name	OLT Name	Total Trenching SOW (In Kms)	Total updation done (In Kms)	pending Field Total Trenching SOW (In Kms)
Island 3	VALSAD	Raj Solutions	Zone-82	VLS_VSD_TIGHARA_B34273	VAL084_Tighara	51.337	52.39	0
Island 3	Valsad	Raj Solutions	Zone-82	VLS_VSD_DUNGRI_B44273	VAL075_Dungri	45.082	48.68	0
Island 3	VALSAD	Raj Solutions	Zone-82	VLS_VSD_RONVEL_B24273	VAL040_Ronvel	42.538	45.03	0
Island 3	Dharampur	Raj Solutions	Zone-82	VLS_DPR_DHARAMPUR_B14269	VAL023_Dharampur	64.308	63.6	0.708
Island 3	Dharampur	Raj Solutions	Zone-82	VLS_DPR_DHARAMPUR_B34269	VAL023_DHARAMPUR_Second OLT	77.586	57.09	20.496
Island 3	Dharampur	Raj Solutions	Zone-82	VLS_DPR_FALDHARA_B64273	VAL045_Faldhara	42.84	37.7	5.14
Island 3	Pardi	Raj Solutions	Zone-82	VLS_PRD_MOTAWAG_B14271	VAL017_Motawag	53.497	52.97	0.527
Island 3	Pardi	Raj Solutions	Zone-82	VLS_PRD_KILAPARDI_B24271	VAL036_Kilapardi	48.897	47.89	1.007
Island 3	Umbergaon	Raj Solutions	Zone-82	VLS_UBG_VALVADA_B14272	VAL027_Valvada	64.363	59.19	5.173
Island 3	Valsad	Raj Solutions	Zone-82	VLS_VSD_ATUL_B54273	VAL031_Atul	29.127	27.39	1.737
Island 3	Valsad	Raj Solutions	Zone-82	VLS_VSD_GUNDLAVGIDC_B14273	VAL042_Gundlavgidc	41.539	48.62	0
Island 3	Dharampur	Raj Solutions	Zone-82	Kosimpada OLT	Kosimpada OLT	89.005	9.25	79.755
Island 3	Pardi	Raj Solutions	Zone-82	VLS_PRD_VAPIMAIN_B17123	VAL012_Vapimain	62.361	60.44	1.921
Island 3	Pardi	Raj Solutions	Zone-82	VLS_PRD_CHANOD_B27123	VAL422_Chanod	65.857	44.74	21.117
Island 3	Umbergaon	Raj Solutions	Zone-82	VLS_UBG_UMARGAMTALUKAPANCHAYAT_B04272	Umargam Taluka panchayat OLT	70.674	71.81	0
					Total	849.011	726.79	137.581

District	Approx. Trench by Field DGPS (KM)	Approx. Backend Portal Updation														
		Duct (KM)	Fiber (KM)	Exch (No)	GP (No)	OLT (No)	ONT (No)	Manhole (No)	Handhole	Coupler	Splitter	Splice Enclosure	Route Marker	L2 Switch	UPS	FDMS
Surat	38	261	272	1	1	1	1	0	65	230	39	139	41	19	61	73
Valsad	138	1010	1052	4	39	3	39	162	603	953	136	407	1689	56	281	348
Total	176	1271	1324	5	40	4	40	162	669	1183	175	546	1730	75	342	421



ITI Limited

***Notice Inviting Tender
For
Service Providers for GFGNL GIS
Completion including field acquisition and
backward integration***

10/05/2022

**NIT Reference No:
CORP/BBNL/GFGNL/GIS/NIT-1**

The Tender will be received up to 14.00 hrs and opened on the same date i.e., 24th May-2022 at
15.00 hrs

ITI LIMITED

**Registered & Corporate Office
ITI Bhavan, Dooravaninagar
Bengaluru – 560 016**

ITI LIMITED
Registered & Corporate Office Bangalore - 560016

Ref: CORP/BBNL/GFGNL/GIS/NIT-1

Date: 10-05-2022

Notice Inviting Tender (NIT) for Service Providers for GFGNL GIS Completion including field acquisition and backward integration

ITI Limited, a Central Public Sector Undertaking under the Department of Telecommunications, Ministry of Communications & IT, is a leading Telecom equipment manufacturer and solution provider in India.

ITI Limited is the successful bidder and PIA for Bharatnet Phase 2 at Gujarat. Bharatnet Phase 2 project at Gujarat is a state led model and executed in partnership via MoU between BBNL, a Government of India undertaking funded by USOF and administrated by DOT being respective functionaries of Government of India and that of Government of Gujarat SPV known as Gujarat Fiber Grid Limited (GFGNL).

“Bharatnet Phase 2, Gujarat Package A” part of BBNL state led model is henceforth addressed as “GFGNL Package A” in context of ITI Limited being the successful bidder and PIA for GFGNL Package A.

ITI Limited invites Tender through open market competitive bidding system from Service Providers for GFGNL GIS Completion including field acquisition and backward integration, GIS platform creators, licensors, operators, developers, GIS data base processors & aggregators to participate and contribute to the need & deliver GFGNL GIS Data compatibility implementation

Schedule of this NIT

Schedule	Date
NIT Issue Date	10-05-2022, 14:00 Hrs. IST
Due date & time for submission of NIT	24-05-2022, 14:00 Hrs. IST
Technical Bid Opening Date and Time	24-05-2022, 15:00 Hrs. IST
Financial/ Commercial Bid Opening Date and Time	25-05-2022, 15:30 Hrs. IST, If any change in the date and time, the same will be informed accordingly.

Submission of response to this notice inviting tender shall be deemed to have been done after careful study and examination of this document with full understanding of its Scope, Specifications, Terms, conditions & Implications.

Thanking you,
For ITI Limited Corporate Office

Name: Udhayan V S

Email: udhayanans_v_s@itilttd.co.in

Glossary: List of Abbreviations

Abbreviation/ Acronym	Description
ABD	As Built Diagram
ADSS	All-Dielectric Self-Supporting
BBNL	Bharat Broadband Network Limited
BG	Bank Guarantee
BoQ	Bill of Quantity
CPE	Customer Premise Equipment
DD	Demand Draft
DST	Department of Science and Technology, Government of Gujarat
DoT	Department of Telecommunication
EMD	Earnest Money Deposit
ESH	Extended Service Hour
Eth	Ethernet
FAT	Final Acceptance Test
FEC	Finance Evaluation Committee
FPA	Fourth Party Auditor
FTB	Fibre Termination Box
GFGNL	Gujarat Fibre Grid Network Limited
GoG	Government of Gujarat
GoI	Government of India
GPON	Gigabit Passive Optical Networks
GP	Gram Panchayat
HDPE	High-Density Polyethylene
INR	Indian Rupees
LCBS	Least-Cost Based Selection
LoI	Letter of Intent
MAF	Manufacturers Authorization Form
MoU	Memorandum of Understanding
N/w	Network
NDA	Non-Disclosure Agreement
NOC	Network Operation Center
O&M	Operation & maintenance
O/H	Overhead

OEM	Original Equipment Manufacture
OFC	Optical Fibre Cable
OLT	Optical Line Terminal
ONT	Optical Network Terminal
OTDR	Optical Time-Domain Reflectometer
PBH	Primary Business Hour
PIA	Project Implementing Agency
PLB	Permanently Lubricated
PMA	Preferential Market Access
PoP	Point of Presence
PQC	Pre-Qualification Criteria
PSU	Public Sector Unit
RCC	Reinforced Cement Concrete
RF	Radio Frequency
RFP	Request for Proposal
RoW	Right of Way
SIA	State Implementing Agency
SLA	Service Level Agreement
SOR	Schedule of Requirements
SPV	Special Purpose Vehicle
TAC	Type Approval Certificate
TEC GR	Telecommunication Engineering Center Generic Requirements
TPA	Third Party Auditor
TSEC	Technical Specification Evaluation Certificate
USOF	Universal Service Obligation Fund
VPN	Virtual Private Network
VRLA	Valve-Regulated Lead-Acid
Wi-Fi	Wireless Fidelity

TABLE OF CONTENTS

Section	Description	Page No
1	Introduction	6
2	Purpose of NIT	6
3	Scope of Work	7
4	Objectives	10
5	Requirements	10
6	Eligibility Criteria	11
7	Checklist of Documentation to be Submitted	12
8	Evaluation of Offer	12
9	General Information	13
10	Force Majeure	14
11	Termination or Insolvency	14
12	Arbitration	14
13	Accessibility of Documents	15
Annexure-I	Undertaking	16
Annexure-II	Bidder's Profile	17
Annexure-III	Compliance	17
Annexure-IV	Integrity Pact	18

ITI Limited

CORP/BBNL/GFGNL/GIS/NIT-1

Date: 10-05-2022

1 Notice Inviting Tender (NIT) for Service Providers for GFGNL GIS Completion including field acquisition and backward integration

1.0 Introduction

1.1 ITI Limited, a Public Sector Undertaking under the Department of Telecommunications, Ministry of Communications & IT, is a leading Telecom equipment manufacturer and solution provider in India. The major customers are BSNL, MTNL, BBNL, Defence, Paramilitary forces and Railways. ITI Limited is having state of the art R&D center, 5 manufacturing plants and 25 Marketing, Sales and Project offices (MSP) across the country.

2.0 Purpose of NIT

2.1 ITI Limited is successful bidder and executing BBNL Phase 2, Package A at Gujarat known as “GFGNL Package A” complying with GFGNL RFP: GFGNL/DST/BharatNet-PIA/2018/30 available in public domain <https://bharatnet.gujarat.gov.in/tenders>. As per the tender ITI limited is awarded with execution scope of approx. 18000 KM of fiber laying and operationalizing 3925+336 GPs out of which ITI Limited has completed approx. 99.5% of Cable laying and GP Lits and is in ongoing process of consolidating scope completion. The scope also envisages ITI Limited to submit digitized asset information data in state GIS known as “GFGNL GIS” and also to visualize state GIS asset data.

2.2 Prospective technology partners need to respond by providing proper technical proposals with respect to the scope of this NIT.

3.0 Scope of Work

- 3.1** The scope of this NIT is as follows:
- 3.2** Participating company, its Technical and Management representatives & teams to well verse themselves in abundance the obligation fulfillment arising out of GFGNL RFP No: GFGNL/DST/BharatNet-PIA/2018/30.
- 3.3** The source of GFGNL GIS data in “AS BUILD” & “ITP” is resultant of data input compiled & acquired by OSP Partners of ITI Limited post execution in field as per the allocated work area and work quantity. The information captured by OSP partners are via authorized and approved DGPS devices and through GFGNL approved backend data templates. The Platform of GFGNL GIS is proprietary and licensed custom developed by / for GFGNL through its external OEM M/s Lepton Software Export & Research Private Limited, New Delhi, INDIA. (Acknowledged- Copyrights owner– all rights reserved). While the GFGNL GIS platform is licensed and usage is controlled for GFGNL environment and its operating ecosystem, its data however is non-proprietary subjective to create, corroborate, operate, authenticate, validate, export, modify, delete, purge, superimpose, append for purposes of showcasing, maintaining true repository, true data base of network asset information funded by GoG / BBNL / USOF showcasing in cross GIS platforms and / or open source GIS platforms to the consumption of BBNL / GFGNL / USOF / DOT / GoG /DST and / or their authorized partners, subsidiaries, SPV, JV, consortium partners, MoU partners.
- 3.4** The participating company needs to execute an Tripartite NDA (NON DISCLOSURE AGREEMENT) that between GFGNL, ITI Limited & Bidder company for network asset information sharing, operating, developing with sole intention of objective of creating true GIS visualization of GFGNL Package A network assets and in no intention leading to public disclosure, data selling monetization to individual, corporate with or without monetary benefit or unsolicited engagements like free sharing in print, electronic or sharing mediums & platforms like social networks, internet websites etc.

3.5 Scope of work for the tender is defined as below:

GFGNL Scope			Part of Scope for this Tender	Expected Entity Scope (ultimate overall scope Quantity irrespective of Partial or Full completion)	Unit of Measure (UOM)	Support Documents
SI	Entity Type	Entity Name				
1	Location	Block z(10:21)	YES	8	Nos	Block SOW Attached
2	Location	GP z(11:21)	YES	397	Nos	GP list Attached
3	Location	EXH z(14:21)	YES	21	Nos	OLT List Attached
4	OSP	Cable z(14:21)	YES	1409	Kms	Cable Quantity Mentioned in SOW attached
5	OSP	Coupler z(12:21)	YES	7045	Nos	Approx Coupler Quantity in SOW attached
6	OSP	Duct z(15:21)	YES	1355	Kms	Duct Quantity in SOW attached
7	OSP	Handhole z(10:21)	YES	4065	Nos	Approx Handole Quantity in SOW attached
8	OSP	Manhole z(10:21)	YES	2710	Nos	Approx Manhole Quantity in SOW attached
9	OSP	PrimarySplitter z(12:21)	YES	200	Nos	Splitter Quantity in SOW attached
10	OSP	SpliceClosure z(10:21)	YES	2710	Nos	Approx Quantity of Splitter in SOW attached
11	OSP	Trench z(4:21)	YES	1355	Kms	Trench Quantity in SOW attached
12	NetworkElement	ONT z(4:21)	YES	397	Nos	ONT Quantity in SOW attached
13	NetworkElement	FDMS z(10:21)	YES	815	Nos	FDMS Quantity in SOW attached
14	NetworkElement	L2Switch z(12:21)	YES	397	Nos	Quantity of L2Switch in SOW attached
15	NetworkElement	UPS z(10:21)	YES	397	Nos	UPS Quantity in SOW attached
16	NetworkElement	OLT z(4:21)	YES	21	Nos	OLT Quantity in SOW attached
17	District_Block	Surat_ Mandvi	YES	1	Nos	Block Scope available in SOW
18	District_Block	Surat_ Mangrol-ITI	YES	1	Nos	Block Scope available in SOW
19	District_Block	Surat_ Umapada	YES	1	Nos	Block Scope available in SOW
20	District_Block	Valsad_ Valsad	YES	1	Nos	Block Scope available in SOW
21	District_Block	Valsad_ Dharampur	YES	1	Nos	Block Scope available in SOW
22	District_Block	Valsad_ Pardi	YES	1	Nos	Block Scope available in SOW
23	District_Block	Valsad_ UMBERGAON	YES	1	Nos	Block Scope available in SOW
24	District_Block	Valsad_ Vapi	YES	1	Nos	Block Scope available in SOW

District	Scope of Trenching for Full updation of 24 GIS Entities through field updation by DGPS & backend portal updation as well as to provide ITP & ABD upgraded data if any required for OLT level Closure in all respects and satisfactory acceptance of ITI, GFGNL, BBNL (in Kms)	Scope of Trenching for Partial updation & correction under 24 GIS Entities through backend portal updation as well as to provide ITP & ABD upgraded data if any required for OLT level Closure in all respects and satisfactory acceptance of ITI, GFGNL, BBNL (in Kms)
Surat	38	241
Valsad	138	869
Total	176	1110

Note: This is tentative Scope of work. However, it may vary around +-10% at time of actual work.

*Approximate pendency against partial scope of work is provided for reference:

District	Approx. Backend Portal Updation SOW														
	T&D (Kms)	Duct (kms)	Fibre (kms)	Exchn (nos)	GP (Nos.)	ONT (Nos.)	Manhole (Nos)	Handhole (Nos)	Coupler (Nos)	Splitter (Nos)	Splice Enclosure (Nos)	Route Marker (Nos)	L2 Switch (Nos)	UPS (Nos)	FDMS (Nos)
Surat	241	261	272	1	1	1	0	65	230	39	139	41	19	61	73
Valsad	869	1010	1052	4	39	39	162	603	953	136	407	1689	56	281	348
Total	1110	1271	1324	5	40	40	162	668	1183	175	546	1730	75	342	421

3.6 Deliverable

The GIS Professional Services scope for this engagement will include the following:

GFGNL Data Submission

- 1) Extract Data layers from GFGNL existing GIS application.
- 2) Correct Data errors and geometry, including but not limited to snapping and topology correction meeting GFGNL officials QA audit requirements
- 3) Update all nomenclature of all assets in the layers prescribed for submission
- 4) Provide OLT wise report on data readiness to ITI for GFGNL Submission
- 5) Daily progress dashboard to be published outlining progress requirement.
- 6) Provide block wise completion schedule to ITI for blocks where complete data is available in the GFGNL GIS
- 7) The responsibility of QA/QC leading to successful sign off would be responsibility of successful bidder

OLT Wise Reports

- 1) GIS Team will extract all the as-built layers from GIS system.
- 2) OLT Boundary will be created manually
- 3) OLT wise report will be generated for each of the as-built Entities in GFGNL GIS system
- 4) The OLT wise reports will be shared for all OLTs in a block with ITI within one week.
- 5) If required OLT wise data is not updated by PIA/OSP Partners, successful bidder will share the status to ITI weekly
- 6) Successful bidder will be responsible to coordinate with OSP Partners for updating missing information during the process of generating the OLT wise reports.
- 7) Successful bidder will involve in Training OSP Partners for missing data update in GFGNL system
- 8) Successful bidder will generate the OLT Wise report for OLTs which have complete data
- 9) Successful bidder will generate 24 Entities quoted above OLT wise in Spread sheet format. This spreadsheet data would be used for OSP, ISP Material reconciliation and would be used to compare and finalize the project material consumption as arrived through GIS methodology
- 10) Timeline of completion & submission of proposed work would be 30 days from PO date, failure to provide would attract LD clauses and penalty at 5 % of PO value per Month.
- 11) The scope includes checking existing GIS completed by OSP partner ON “AS IS WHERE IS CONDITION” during tender time and involves fixing anomalies, correcting, redoing, adding missing information to achieve the outcome of GIS completion in totality to the satisfactory acceptance of ITI, GFGNL and BBNL.
- 12) The scope includes creation of missing ABD, creation of Missing ITP which should eventually lead to successful AT sign off of pending AT cases and therefor ITI acceptance.
- 13) The support system of prevailing OSP partner for field information of allocated GIS work scope is subject to availability and not necessarily mandatory.

- 14) The payment milestones towards successful acceptance of GIS submission by ITI, GFGNL & BBNL would stand as below:

Milestone Number	Milestone Condition	Payment applicable
1	Full or partial updation of 24 GIS Entities through field updation by DGPS & backend portal updation & correction as well as to provide ITP & ABD upgraded data if any required for OLT Level Closure in all respects and satisfactory acceptance of ITI, GFGNL, BBNL	70%
2	Full or Partial updation of 24 GIS Entities through field updation by DGPS & backend portal updation & correction as well as to provide ITP & ABD upgraded data if any required for Block Level Closure in all respects and satisfactory acceptance of ITI, GFGNL, BBNL	30%

4.0 Objectives

- 4.1 Successful completion of GFGNL GIS fulfillments would result in true asset capitalization information record as desired by GFGNL using GIS Tools. The GIS information captured would additionally serve asset capitalization accounting information against BBNL / USOF funded network asset creation and also serve as ready reckoner information for future asset monetization programs and schemes.
- 4.2 Upon successful and satisfactory delivery of GFGNLGIS information - ITI Limited on its part would stand fully complied of delivering GFGNL GIS information in GFGNL GIS Portal.

5.0 Requirements

Participating company / prospective partner in the BBNL GIS initiative should necessarily qualify as below:

- 5.1 Should have an employee strength and working team size of minimum at least 12 technically qualified team members comprising of Engineering Graduate or Diploma Engineers with GIS domain work experience of minimum 2 years assigned specifically for telecom projects with thorough understanding on Telecom underground assets / entities. A typical team should comprise of technical team lead, suitable number of technical processing team members along with MIS reporting co-coordinators. Prospective partner should provide in advance the proposed team composition information and working team timesheets should be duly company attested and sent along with billing for payment consideration.
- 5.2 All necessary IT tools like DGPS (with 50 cm accuracy), Laptop, desktops, and its software licensing, usage liabilities, maintenance of technical staff, expenses related to travelling to sites, Ahmedabad / Gandhinagar Project offices, shifting of executives, tools, laptops, servers, licenses, on demand customer meet / interview expenses and any incidental expenses, additional efforts, are to be managed and borne by prospective partner with no

additional claim of whatsoever nature – monetary or documentary would be admissible to the offices of ITI Limited, GFGNL.

6.0 Eligibility criteria

- a. The Bidder must be a registered company in India (Public, Private, Partnership companies) under the Companies Act 1956 having at least three years of existence. Copy of the certification of incorporation and Memorandum of Article of Association shall be submitted along with the bid submission.
- b. Bidder should be IT solution providers for above product and Solutions.
- c. Bidder should possess a valid PAN and GST number.
- d. Bidder should possess a Solvency certificate from banker for the minimum amount of 10 Lakh.
- e. Financial Turnover for last 3 years should be at least INR 30 Lakhs cumulative.
- f. Bidder shall be capable of providing compliance to the Technical and Functional requirements specified by the customer. They shall also be in a position to meet any additional enhanced requirements of the customer during the course of the tender.
 - i. Organizational experience of working with large, complex and geographically distributed organizations in Governmental and Non-Government

NOTE: Enclose copies of Purchase Orders and Project completion certificates as much possible while providing above information.

- g. Bidders shall be ready to meet the customer tender conditions with respect to all activities like delivery, installation, integration commissioning and Annual maintenance of all items/subsystems and services as given in the customer tender on an end to end basis. However, in case ITI limited desires to have value addition for any of the activities under the tender/purchase order, the Bidder shall be ready for the same on mutually agreeable terms and conditions. Vendor shall bear its own expenses towards certification, validation, QA inspection, delivery, etc.

Some areas of detail to include in each example (this is a non-exhaustive list, please provide additional information that you deem relevant) are:

- i. What are/were the exact products/services provided?
- ii. What is the average size (revenue, number of devices, volume of data collected and analyzed, etc.) and type of program? How is/was the engagement structured and how did your staff engage with the customer staff?
- iii. Is/was the engagement successful? In what way did you measure success of the delivered products/services?
- iv. Is the engagement still on-going; if not, why not?

Please provide supporting information for each example, along with reference contact information. ITI reserves the right to contact these references without prior notification to the Vendor.

7.0 Checklist of Documentation to besubmitted

- a. Technical literature pertaining to the area(s) of GIS domain for which the bid is submitted
- b. Details of experience providing necessary certificate/(s) for supply and satisfactory performance of their products and solutions from concerned user organizations. The details of the supplied product such as the supplied quantity, make/model of the product and date since the supplied product is in operation etc. are to be mentioned in the user certificate. The supplied product shall be in operation in the system minimum for one year on the date of submission of the bid.
- c. Financial performance – copies of the audited annual report for the last three years from 2019-2020, 2020-2021 & 2021-2022 to be enclosed
- d. Details of development centers and support centers available in India for providing support services.
- e. Copies of all certifications and GIS capabilities
- f. Bidder should submit the undertaking as per Annexure-I.
- g. Bidder should submit their profile as per Annexure-II.
- h. Bidder should clause by clause compliance to the eligibility criteria 4.0 as per Annexure-III.
- i. Bidder should submit duly signed Integrity Pact as per Annexure-IV.
- j. An affidavit authorizing the signatory of submitted documents.

8.0 Evaluation of Offer

A Technical Evaluation Committee formed will go into the submitted bids in details and make a detailed assessment against the eligibility criteria along with the following aspects:

- a. Contributions in developing GIS based products / and or services.
- b. Brief description of bidder's organization specific to NIT.
- c. Bidder's ability in undertaking the scope of work.
- d. Details of certifications.
- e. Awards and Accolades
- f. Customer references to product acceptance
- g. Whether any collaborations with any leading academic institutions and/or Industrial houses.
- h. Hardware and software capability
- i. Bidder and their Director's profiles
- j. Bidder has to make a presentation to the committee
- k. The committee's decision will be final

9.0 General Information

- Bidders may upload their proposals in ITI tender wizard
- Price bid offer may be upload in ITI tender wizard in below format.

Service Particulars	Estimated Trenching (including multiple ducting & cabling) (km)	Unit Rate (INR)	Value (INR)
Full updation of 24 GIS Entities through field updation by DGPS & backend portal updation as well as to provide ITP & ABD upgraded data if any required for OLT level Closure in all respects and satisfactory acceptance of ITI, GFGNL, BBNL	176 Kms		
Partial updation & correction under 24 GIS Entities through backend portal updation as well as to provide ITP & ABD upgraded data if any required for OLT level Closure in all respects and satisfactory acceptance of ITI, GFGNL, BBNL	1110 kms *		

*Approximate pendency against partial scope of work is provided for reference:

District	Approx. Backend Portal Updation SOW														
	T&D (Kms)	Duct (kms)	Fibre (kms)	Exchn (nos)	GP (Nos.)	ONT (Nos.)	Manhole (Nos)	Handhole (Nos)	Coupler (Nos)	Splitter (Nos)	Splice Enclosure (Nos)	Route Marker (Nos)	L2 Switch (Nos)	UPS (Nos)	FDMS (Nos)
Surat	241	261	272	1	1	1	0	65	230	39	139	41	19	61	73
Valsad	869	1010	1052	4	39	39	162	603	953	136	407	1689	56	281	348
Total	1110	1271	1324	5	40	40	162	668	1183	175	546	1730	75	342	421

- In case the offer is submitted as soft copy, the same can be sent through E-mail. In that case, one set of hard copy shall be sent within 7 days from the NIT due date.
- Authorized Signatory: All the pages of the documents (except the manuals) shall be signed by authorized signatory. The bid to be accompanied by affidavit authorizing the signatory to the documents.
- Late offer: Any offer received after the prescribed timeline is liable to be rejected and returned unopened to the vendor.
- In case the date of submission is declared a holiday, bids shall be submitted on the next working day of ITI Limited.
- Language of offers: The offers prepared by the bidder and all the correspondences and documents relating to the offers exchanged by the bidder, shall be written in English language.
- Award of Contract: ITI Limited reserves the right to enter into technology tie up with all the Technology Providers who meet the eligibility conditions and if finalized by ITI Limited, a Memorandum of Understanding (MoU) will be signed with each of the Technology Provider for pursuing all or any activity related to addressing tenders. The MoU shall be accompanied by a **Bank Guarantee (BG) to ITI limited for 3 % of PO value including GST, valid for two years.** The MoU shall be valid for minimum two years and extendable either on tender requirements or on the mutual consent up to five years. The BG will be forfeited if any MoU conditions are violated otherwise will be returned on closure of MoU.

Commercial engagement with a provider will be dependent on their area of expertise vis-à-vis customer tender and the financial offer provided to ITI at the time of the tender.

- i. ITI reserves the right to suspend or cancel the tender 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.
- j. Cost of Tender: The Technology Provider shall bear all costs associated with the preparation and submission of his/her response against this Tender, including cost of presentation for the purposes of clarification of the offer, if so desired by ITI. ITI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tender process.
- k. The Technology Provider shall be ready to give clarifications on any part of the offer to ITI.
- l. Amendment of Tender: At any time prior to the last date/time for receipt of offers, ITI, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Technology Provider, modify the Tender document by an amendment. In order to provide prospective Technology Provider reasonable time to take the amendment into account in preparing his/her offer, ITI may, at their discretion, extend the last date for the receipt of offers and/or make other changes in the requirements set out in the Invitation for tender.
- m. Disclaimer: ITI and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of ITI and/or any of its officers, employees.

10.0 Force Majeure: If at any time during the continuance of this contract, the performance in whole or part by either party under obligation as per this contract is prevented or delayed by reasons of war, hostility, act of public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout, or acts of God (herein referred to “eventuality”), provided notice of happening of such eventuality is given by either party to the other within 7 days of date of occurrence thereof, neither party shall by reason of such an eventuality be entitled to terminate this contract nor shall nonperformance or delay in performance and deliveries under the contract .

11.0 Termination or Insolvency: ITI may at any time terminate the Contract by giving written notice to the selected Bidder, without compensation to the selected Bidder, if the selected Bidder becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to ITI.

12.0 Arbitration

Both Parties (ITI and the selected Bidder) shall make best efforts to settle any/all disputes amicably. Any dispute between the parties shall be settled as per ICADR

Arbitration clause as mentioned below.

- (a) If a dispute arises out of this agreement or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to submit that dispute to arbitration under the ICADR, Arbitration Rules, 1996.
- (b) The authority to appoint the Arbitrator(s) shall be International Center for Alternative Dispute Resolution (ICADR).
- (c) The International Center for Alternative Dispute Resolution will provide administrative Services in accordance with the ICADR Arbitration Rules, 1996.
- (d) The language of the Arbitration Proceedings shall be English.
- (e) The place of Arbitration Proceedings shall be Bangalore.

13.0 Accessibility of Documents

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

- 1. <https://www.itild.in/>
- 2. <http://eprocure.gov.in/>
- 3. Tender document fee of Rs. 5,000/- (Rupees Five Thousand Only) plus GST @18% (Total Rs. 5,900/-) shall be payable with the bid. This shall be submitted as a Demand Draft or through NEFT or bank transfer or Pay Order drawn at a Scheduled Bank/Post Office in favor of ITI Limited (N S UNIT), Dooravaninagr Nagar, Bangalore - 560016, along with the bid document. The MSME bidders shall be exempted from the bid document fee. The Bank details for crediting/Transferring money to ITIL is as below.

State Bank of India,
Account No: 10637729843
IFSC CODE: SBIN0009077
Branch: IFB Bangalore

- 4. The Tender document fee is non-refundable.
- 5. Bid shall be valid for at least 90 days from the date of Bid opening.
- 6. EMD 2% of the tender value is required for this tender and should be submitted as per the Format attached at Annexure V

Undertakings (To be in Bidder's Letter Head)

We, M/s..... do hereby undertake the following:

1. We are not blacklisted by Central Government / any State or UT Government / PSU / organized sector in India to work with ITI as per this NIT and Customer Tender terms and conditions. Also we agree to implement the project (scope of work as per Tender terms and conditions including investment) covering Warranty & post-warranty services, maintenance etc., in the event of ITI winning the contract on back-to-back basis.
2. We undertake to submit EMD either as cheque or bank guarantee towards bid security and Performance Bank Guarantee to ITI as per customer Tender's terms & conditions.
3. We have adequate manpower with qualifications, certifications and experience as may be required to provide product/solutions/support to the customer as per their tender/PO requirement and also to provide TOT to ITI.
4. We will obtain all the required certificates/approvals as per customer tender requirement.
5. We undertake to obtain relevant statutory licenses for operational activities.
6. We are willing to sign MoU/TOT Agreement, Integrity Pact with ITI for addressing the customer requirements as per customer's tender terms and conditions.
7. We undertake to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc. as charged by the customer.
8. To support the offered equipment post-commissioning, including warranty & AMC, for a period, specified in the Tender/PO AMC. All software upgrades, patches and Licenses to be provided free of cost for the period specified in the Tender/PO.
9. We undertake to supply equipment/components which conform to the latest year of manufacture.
10. We undertake not to partner with any other organization for addressing the customer requirement for the Products mentioned in this NIT and to accept payment terms, LD, Penalties, etc., on back-to-back basis.
11. The bidder should give certificate/undertaking stating that all the hardware/ software supplied under the contract shall not contain any embedded malicious codes that could inhibit the desired functions of the equipment or cause the network to malfunction in any manner.

Signature:

Name:

Designation of Authorized Signatory:

Annexure-II

Bidder's Profile

Sl. No	Description	Bidder Response		
	Name and address of the company			
	ITI NIT Reference			
	Company Directors Profile	Please attach		
	Contact Details of the Bidder (Contact person name with designation, Telephone Number, FAX, E- mail and Web site)			
	Area of business			
	Annual Turnover for 3 financial years (Rs in Cr)	2019-2020	2020-2021	2021-2022
	Date of Incorporation			
	GST Registration number			
	PAN Number			
	CIN Number, if applicable			
	Number of technical manpower in company's rolls			
	Number of qualified developers			

Annexure-III

Compliance Statement

S.No	Clause No.	Clause	Compliance (Complied/ Not Complied)	Remarks with Documentary Reference

PRE-CONTRACT INTEGRITY PACT

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

Tender No.....

This Integrity Pact is made onday of2019

BETWEEN:

ITI Limited,..... having its Registered & corporate office at ITI Bhavan, Dooravaninagar, 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 award, under laid down organizational procedures, tender/contract for.....(Name of the Stores / equipments / 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 tender process and the execution of the contract for compliance with the principles as mentioned herein this agreement.

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

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

SECTION 1 – COMMITMENTS OF THE PRINCIPAL

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

- a. No employee of the Principal, personally or through family members, will in connection with the tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.
- b. The Principal will, during the tender process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/ additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

If the principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC 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) commit himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the tender process and during the execution of the contract.

- a. The bidder(s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever (during the tender process or during the execution of the contract).
- b. The bidder(s)/contractor(s) will not enter with other bidders/ contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The bidder(s)/contractor(s) will not commit any offence under IPC/PC Act, further the bidder(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

- e. The Bidder(s) f Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. The Bidder(s)/Contractor(s) will not bring any outside influence and Govt bodies directly or indirectly on the bidding process in furtherance to his bid.
- g. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

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

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

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

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

A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that 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 entitled for any compensation on this account.

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

organization.

SECTION 4 – PREVIOUS TRANSGRESSION

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

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

SECTION 5 – COMPENSATION FOR DAMAGE

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

5.2 In addition to 5.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to termination of Contract due to Contractor default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor or demand and recover liquidate and all damages as per the provisions of the contract agreement against termination.

SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS

6.1 The Principal will enter into Integrity Pact on all identical terms with all bidders and contractors for identical cases.

6.2 The Bidder(s)/Contractor(s) undertakes to get this Pact signed by its subcontractor(s)/sub-vendor(s)/ associate(s), if any, and to submit the same to the Principal along with the tender document/contract before signing the contract. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the provisions laid down in the Integrity Pact Agreement by any of its subcontractors/ sub-vendors / associates.

6.3 The Principal will disqualify from the tender process all bidders who do not sign this Integrity Pact or violate its provisions.

SECTION 7 – CRIMINAL CHARGES AGAINST VIOLATING BIDDER(S)/ CONTRACTORS

7.1 If the Principal receives any information of conduct of a Bidder(s)/Contractor(s) or subcontractor/ sub-vendor/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 extend the parties comply with the obligations under this pact.

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.

8.8 Details of the Independent External Monitor appointed by the Principal at present is furnished below:

Shri Javeed Ahmad, IPS(Retd)
M-11101, Shalimar Gallant Apartment,
Vigyanpuri, Mahanagar, Lucknow-226006

Any changes to the same as required/desired by statutory authorities is applicable.

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.

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

12.5 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.

12.6 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:

Witness:

1.

1.

2.

2.

Annexure V

Scope of Work and Technical Specifications for GIS mapping of OFC Routes for BharatNet (Phase-II State Led Model)

Annexure – A

This document describes the process

For mapping the entire assets on the OFC route e.g. OLT/ Block Router, ONT/ GP Router, Joint, Splitter, Route Indicators, Landmark, Cable Sections and OFC etc. on the GIS platform of GFGNL/BBNL/NIC for laid or being laid by PIA (Project implementing Agency) against work order by SIA (State implementing Agency) for BharatNet Phase-II state led model.

Scope and Specifications:

1. Accuracy: Meter level accuracy (within 50 cm)
2. Base Map for validation: GFGNL GIS Base map.
3. Codification and Layer structure will be provided by BBNL/NIC. Attached as Annexure – B for the states using GPON Technology and Annexure – C for the states using IP/MPLS Technology.
4. Uploading of geo tagged site images of designated locations of specified size e.g. 500 kb. The Mobile App developed/to be developed by GFGNL can also be used wherever requirement. Photos taken from site shall be optimized by the tool itself as per requirement.
5. **Interval of readings:** The coordinates of landmarks like Culverts, Bridges/ nallah, water bodies, cross roads, railway crossings, flyovers and public places like temples/mosques, bus-stop, PHC, Post office, School/College, shops etc. to be captured along with the route indicators (RI), cable joints, splitters etc. along the cable routes. One additional reading in the middle of the two manholes / RI should be recorded in the already laid network. Recordings are necessarily to be made at every fiber turn, bend along the route, road/railway crossings, culverts, diversion etc. Sufficient recordings at short intervals on the curvature of the route shall be made such that it should be mapped on GIS properly.
6. Overhead or Underground alignment, type of execution (HDD, OT, Aerial etc.).
7. Location of various assets like FPO/SJC/BJC, OLT, ONT, Manholes, Joint Chambers, Splitters, FTBs, FDMS route indicators etc. with geo-tagged images.
8. Count of terminated and spare fibers, loop, make and size of cable deployed, Optical test results for each fibre with the help of already recorded data by SIA and its fiber laying contractors. Port wise fibre built up and termination details. PON OTDR readings of FPOIs, Splitters and ONTs.
9. Route marker details: Cement/electronic Route Marker (Lat-Long) details Route Marker Identification.
10. Road features: Length, width and type (RCC, Kuchha, pakka etc.) variation in width of road in meters taking offset from the centre of the road may be obtained from ABDs already available with PIA.
11. Other Operators/Utility: Presence of underground OFC of other operators, utility pipes, transmission cable etc. to be captured wherever possible.
12. RoW: Railway authority, NH, forest authority and any other authority limits along with OFC path shall be obtained from existing ABDs available with PIA/SIA.
13. For point feature like poles, sewerage man holes, other utility chambers, transformers, bore well etc. shall be captured as a point.

14. For all the utilities above ground viz. Poles, Manholes, and telecom nodes like OLT, ONT and telephone exchanges etc. details shall be recorded in a corridor of 50m (25m on either side of the road centerline of ROW of road whichever is more).
15. To and/or from direction to village, town, city etc. shall be recorded for all roads.
16. The Geo Coordinates of all road KM stones shall be recorded and shown using symbol provided.
17. The Geo Coordinates of all property boundaries within the corridor shall be recorded and shown in drawing.
18. Collection of data (Custodianship of GPON equipment, location of school, college, hotels, post office, other Govt. offices, key contacts in GP etc.) in each Gram Panchayat and other important locations. Contact numbers of all the above Offices to be obtained

III. Process of uploading of GIS data and verification

1. Uploading the OLTwise data on GIS platform. GFGNL shall provide on line tool and base maps for uploading and optimizing the captured data and information including fibre built up and termination details.
2. Validation of uploaded data shall be done in three stages:
 - a. **First Stage:** The contractor shall upload and verify the Block wise/ OLT wise data in the tool. GFGNL shall provide its base map to the contractor for validating and normalization of data.
 - b. **Second Stage:** Second level validation shall be done by ITI State units.
 - c. **Third Stage:** Third level validation shall be done by GFGNL
3. If the data correction is required at any of the stage mentioned above, the same may be sent to the previous stage for necessary correction. The contractor shall correct and upload the data again.
4. The contractor may edit/correct the data uploaded by them and submit for validation for next stage. After submission of data to next stage, the editing feature shall be freezed for contractor. The editing window shall be re-opened for contractor if some data correction is required at later stages.

IV. Guidelines for data uploading and validation:

Registration of Users:

1. **Contractor:** The Contractor User is allotted a set of OLTs from a Block and is allowed to edit the features only within those OLTs. The Contractor User is created by entering their details such as User Name, Password, Name, Address, E-Mail, selecting the State, District and Block from drop down lists, and by selecting the OLTs from a list within which he/she is allowed to edit.
2. **ITI:** shall validate the data uploaded by the Contractor and after ITI approval, the data shall be forwarded to BBNL PMU for next stage validation. The PIA/State and BBNL State Users shall be created by selecting the State from a drop down list and entering their other details.
3. **GFGNL:** The State User of GFGNL makes observations on the validations made by the GFGNL State User.

a. Uploading and Editing of Data:

The editing module is available for the respective editing users, and the workflow of the module is as follows:

- The editor will be prompted to select an OLT from a drop down list of all the OLTs that are allotted to that particular user.
- Secondly, the user will choose any one of the following layers to upload, from a drop down list: OLT, ONT, Splitter, Joint, OFC, RI and Landmark.
- The data will be checked to see if the selected OLT features in that particular layer based on OLT code, if there are features present, those features will be purged from the layer, and the newly uploaded data will be added to the layer.
- In case the OLT does not have any features in that layer, then the data will be added directly to the editing layer.

- The contractor shall also upload the geo tagged images of OLT, ONT, Splitters and other important assets.
- Each Layer will have a sample structure, which has to be followed while preparing the shape file for upload. This sample structure will be available for download through the module.

b. Validation Module after Data uploading by contractor:

- **Contractor User**
 - The contractor may edit/upgrade the data uploaded by them based on requirement before submission for next level validation by PIA. The Contractor shall furnish the necessary changes as suggested by PIA/BBNL/NIC from later stages.
- **ITI State User**
 - The user will have to select any one of the layers (OLT, ONT, Splitter, Joint, OFC, RI, and Landmark) to be validated for the selected OLT.
 - A Grid showing a list of the features that have been added by the contractor for that particular layer is displayed.
 - The grid has the following fields,
 - User Name of the Editing User who added the feature
 - Time Stamp of when the feature was added.
 - Layer Important fields used to identify the feature.
 - Accept/Reject button.
 - On accept, the data is added to the main layer from the editing layer and sent to next stage.
 - On reject, the data is sent back to the contractor user along with the remarks.
- **GFGNL User**
 - The user shall select any one of the layers (OLT, ONT, Splitter, Joint, OFC, RI, and Landmark) to be observed for the selected OLT.
 - A Grid showing a list of the features that has been validated by the ITI State User for that particular layer is displayed.
 - The grid has the following fields,
 - User Name of the Editing User who added the feature
 - Time Stamp of when the feature was added.
 - Layer Important fields used to identify the feature.
 - “Observations” button.
 - GFGNL User shall accept or reject the request based on his observations. If NIC user accepts the data, the uploaded data shall be considered correct and approved for future use. If GFGNL User rejects the data, on clicking “Observations”, the GFGNL User can enter the observations he/she has made for that particular feature and sent it back for necessary corrections.



EMD BANK GUARANTEE PROFORMA

Annexure V

1. As agreed under the relevant terms and conditions of Enquiry Ref _____ dt _____ (hereinafter called the said Enquiry) between M/s. ITI Ltd., NS Unit, Dooravani Nagar, Begaluru-560016, India. (Hereinafter called the Purchaser) and M/s. _____ (hereinafter called the Bidder) for supply of _____, the Bidder hereby agrees to furnish EMD against supply performance by way of an irrevocable Bank Guarantee for Rs. _____ (Rupees. _____). We _____ (indicate the name of Bank) (hereinafter referred to as 'THE BANK' at the request of the Bidder do hereby undertake to pay to the Purchaser, an amount not exceeding Rs. _____ (Rupees. _____) against any loss or damage caused to or suffered or would be caused to or suffered by the Purchaser, by reasons or breach by the said Bidder of any of the terms or conditions contained in the said Enquiry.
2. We _____ (indicate the name of the Bank) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser, by reason of breach by the said Bidder of any of the terms and conditions contained in the said Enquiry or by reason of the Bidder's failure to perform the said Enquiry. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees. _____).
3. The Bank further agrees that the Purchaser shall be the sole judge as to whether the said Bidder has committed any breach or breaches of any of the terms and conditions of the contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Purchaser on account thereof, and the decision of the Purchaser that the said Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Purchaser from time to time shall be conclusive, final and binding on the Bank.
4. We undertake to pay to the Purchaser, any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceedings pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
5. It shall not be necessary for the Purchaser to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the Purchaser may have obtained or obtains from the Bidder.
6. We _____ (indicate the name of Bank) further agree with the Purchaser, that the Purchaser shall have the fullest liberty without our consent and without effecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Enquiry or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said Enquiry and we shall not be relieved from our liability by reasons of any such variation, or extension being granted to said Bidder or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser, to the said Bidder 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.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.
8. We _____ (indicate the name of Bank) undertake not to revoke this Guarantee during its currency except with the previous written consent of the Purchaser, in writing.
9. Notwithstanding anything contained in the foregoing clauses, our liability under this guarantee is restricted to Rs. _____ (Rupees. _____) and our guarantee shall remain in force until _____ (Date of expiry of Bid validity). Unless a demand is made against us to enforce a claim under this guarantee within three months from the date of expiry of Bid validity, all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liability hereunder.

DATE :
PLACE:

For _____ (indicate the name of Bank)



BANK GUARANTEE PROFORMA

1. As agreed under the relevant terms and conditions of Purchase Order Ref dt (hereinafter called the said Purchase Order) between M/s. ITI Ltd., NS Unit, Dooravaninagar, Bangalore-560 016, India. (Hereinafter called the purchaser) and M/s. (Hereinafter called the supplier) for supply of the supplier hereby agrees to furnish a security Deposit against supply performance by way of an irrevocable Bank Guarantee for Rs..... (Rupees.....) We (indicate the name of Bank) (hereinafter referred to as 'THE BANK' at the request of the supplier do hereby undertake to pay to the purchaser, an amount not exceeding Rs. (Rupees.) against any loss or damage caused to or suffered or would be caused to or suffered by the Purchaser, by reasons or breach by the said supplier of any of the terms or conditions contained in the said Purchase Order.
2. We (indicate the name of the Bank) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the purchaser, by reason of breach by the said supplier of any of the terms and conditions contained in the said Purchase Order or by reason of the supplier's failure to perform the said Purchase Order. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....)
3. The Bank further agrees that the Purchaser shall be the sole judge as to whether the said Supplier has committed any breach or breaches of any of the terms and conditions of the contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Purchaser on account thereof, and the decision of the Purchaser that the said Supplier has committed such breach or breaches and as to the amount or amounts of loss, damage costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Purchaser from time to time shall be conclusive, final and binding on the Bank.
4. We undertake to pay to the Purchaser, any money so demanded notwithstanding any dispute or disputes raised by the Supplier in any suit or proceedings pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
5. It shall not be necessary for the Purchaser to proceed against the Supplier before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the Purchaser may have obtained or obtains from the Supplier.
6. We (indicate the name of Bank) further agree with the Purchaser, that the Purchaser shall have the fullest liberty without our consent and without effecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Purchase Order or to extend time of performance by the said Supplier from time to time or to postpone for any time or from time any of the powers exercisable by the Purchaser against the said Supplier and to forbear or enforce any of the terms and conditions relating to the said Purchase Order and we shall not be relieved from our liability by reasons of any such variation, or extension being granted to said Supplier or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser, to the said Supplier 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.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier.
8. We (indicate the name of Bank) undertake not to revoke this Guarantee during its currency except with the previous written consent of the Purchaser, in writing.
9. Notwithstanding anything contained in the foregoing clauses, our liability under this guarantee is restricted to Rs.....(Rupees.....) and our guarantee shall remain in force until (Date of expiry of warranty period). Unless a demand is made against us to enforce a claim under this guarantee within three months from the date of expiry of warranty period, all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liability hereunder.

DATE:
PLACE:

For (indicate the name of Bank)

Non-Disclosure Agreement

(Between M/s & ITI Ltd)

This Agreement is made between: xxxxx, a Company incorporated under the Companies Act, 1956, having its Registered Office at, CIN No (hereinafter referred to as “XXX” which shall include its successors and permitted assigns, herein after referred to as IP); and

ITI Limited, a Company incorporated under the Companies Act, 1956 having its Registered & Corporate Office at ITI Bhavan, Dooravaninagar Bangalore - 560016, INDIA, CIN No: L32202KA1950GOI000640 (hereinafter referred to as “ITI” which shall include its successors and permitted assigns). xxxxxxxxxxxxxx and ITI are hereinafter also referred to individually as “Party” and collectively as “Parties”. Background:

The Parties are evaluating and negotiating a potential contractual relationship, subject to mutually agreed definitive agreement, as per Tender No. -----due on issued by ITI Limited for “.....” (the "Project").

(A) XXX may in these evaluations and negotiations disclose certain Confidential Information (as defined below) to Company.

(B) The Parties agree that the disclosure and use of Confidential Information is to be made on the terms of this Agreement.

The Parties agree as follows:

1 Definitions

In this Agreement, the following definitions apply:

"Affiliate" means, at the time of disclosure of any Confidential Information, any legal entity that directly or indirectly controls, is controlled by, or under common control with, a Party.

"Agreement" means this Non-Disclosure Agreement, as amended from time to time under Section 8.

"Confidential Information" means any information that is disclosed or made available in any form by XXX to Company, or that Company has gained knowledge from XXX as a result of this Agreement, but only if:

- (a) such information is disclosed by XXX in writing, it is marked as confidential on disclosure.
- (b) such information is disclosed by XXX orally, it is identified as confidential on disclosure.
- (c) such information is disclosed in any other manner; it is designated in writing as confidential on disclosure; or
- (d) the nature of such information otherwise makes it clear that it is confidential.

but excludes information that:

- (e) is or becomes publicly available, except by an act or omission of Company,

- (f) is demonstrably developed at any time by Company without use of such information, or
- (g) is lawfully obtained at any time by Company from a third party without restrictions in its disclosure or use.

"Project" means the project defined under (A) in "Background".

"Purpose" means the evaluations and negotiations of a contractual relationship between the Parties for the Project.

2 Non-disclosure of Confidential Information

2.1 Subject to Section 4, Company must not disclose Confidential Information to any third party.

2.2 Company is liable for:

2.2.1 its loss or its unauthorized disclosure of Confidential Information, and

2.2.2 any loss or unauthorized disclosure of Confidential Information by any person that Company may disclose and has disclosed Confidential Information to under this Agreement.

2.3 But Company is not liable under Section 2.2 if both of the following conditions are fulfilled:

2.3.1 Company has used the same degree of care in safeguarding the Confidential Information as it uses for its own similar confidential information, but not less than a reasonable degree of care: and

2.3.2 Company notifies XXX immediately after it becomes aware of such inadvertent or unauthorized disclosure and takes reasonable measures to mitigate the effects of such disclosure and to prevent any further disclosure.

3 Use of Confidential Information

3.1 Company shall only use the Confidential Information for the Purpose.

3.2 The Confidential Information is provided "as is" without warranty of any kind and will remain the property of XXX.

3.3 Nothing in this Agreement assigns or transfers XXX's intellectual property rights in any Confidential Information to Company.

4 Permitted Disclosure of Confidential Information

4.1 Company may only disclose Confidential Information to its employee, consultant, or Affiliate if the disclosure is necessary for the Purpose.

4.2 Company may disclose Confidential Information to its Affiliate or consultant, and the Affiliate or the consultant is entitled to use the Confidential Information, but only if:

4.2.1 the Affiliate or consultant uses the Confidential Information to the same extent as Company may under this Agreement; and

4.2.2 Company undertakes that any Affiliate or consultant that receives Confidential Information will comply with this Agreement or with separate confidentiality obligations as restrictive as this Agreement.

4.3 Subject to 4.2, Company may disclose Confidential Information to any other third party, but only if:

4.3.1 XXX consents in writing before disclosure; and

4.3.2 Company undertakes that any such third party that receives Confidential Information will comply with this Agreement or confidentiality obligations as restrictive as this Agreement.

4.4 Company may disclose Confidential Information if:

4.4.1 such disclosure is in response to a valid order of a court or any other governmental body having jurisdiction over this Agreement, or

4.4.2 such disclosure is otherwise required by law or the rules of any stock exchange on which the shares or other securities of either party or its Affiliates are listed,

but only if (to the extent possible) Company has first given prior written notice to XXX and made reasonable efforts to protect the Confidential Information on such disclosure.

5 Copying and return of furnished instruments

5.1 Company may not copy any instruments furnished by XXX and containing Confidential Information, unless and to the extent necessary for the Purpose.

5.2 Any models, computer programs, documents and other instruments containing Confidential Information remain XXX's property. Company shall at its own cost return or destroy any such instruments or its copies at XXX's request.

6 Non-disclosure of negotiations

Subject to Section 4, neither Party may disclose to any third party the fact that the parties are evaluating and discussing the Project, without the other Party's consent. This undertaking survives the termination of this Agreement.

7 Term and termination

7.1 This Agreement comes into force on the day that both Parties duly sign it. But this Agreement applies to any Confidential Information that may have been disclosed before this time in connection with the Purpose.

7.2 This Agreement terminates Five (5) years after the date both Parties signed it or earlier, if it is superseded by stipulations of any future agreement between the Parties for the Project or if the Parties decide to end the Project. Notwithstanding the above, the rights and obligations set forth in this Agreement which have accrued prior to termination shall survive the termination or earlier expiration of this Agreement for a period of five (5) years.

8 Amendments

This Agreement may only be amended or modified by written agreement between the Parties.

9 Governing law and arbitration

10 ARBITRATION

10.1 The Parties shall make best efforts to settle any/all disputes amicably within 30 days of communications thereof.

10.2 All disputes or differences whatsoever, arising out of this NDA including the interpretation of any provisions shall be settled by arbitration in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996. The Arbitration panel contains three Arbitrators, one to be appointed by the ITI and the other by XXX and the third Arbitrator shall be appointed by Arbitrators appointed as above. The decision of the Arbitrators will be binding on all the Parties to this NDA. The language of the Arbitration Proceedings shall be English. The place of Arbitration Proceedings shall be Bangalore, India.

10.3 The above clauses on Arbitration shall survive for three (03) years even after the expiry/termination of NDA.

10.4 It is expressly understood and agreed by and between XXX and ITI that ITI is entering into this NDA solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed between the Parties that the Government of India is not a party to this NDA and has no liabilities, obligations or rights hereunder. It is hereby expressly understood and agreed that ITI is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable Laws of India and general principles of Contract Law. ITI represents and XXX expressly agree, acknowledge, and understand that ITI is not an agent, representative or delegate of the Government of India. It is further understood and agreed between the Parties that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches, or other wrongs arising out of the contract. Accordingly, XXX hereby expressly waive, release, and forego any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue the Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this NDA.

The Parties have signed two identical copies of this Agreement and have taken one copy each.

For and on behalf of

ITI Limited

(Authorized Signatory)

Name:

Designation:

For and on behalf of

XXXXXX

(Authorized Signatory)

Name:

Designation:

Proforma of Agreement

An AGREEMENT made this day the ----- Between
..... (hereinafter called the “BIDDERS”) of the first part and M/s ITI LIMITED,
..... (hereinafter called the “COMPANY”) of the second
part.

Whereas the Bidders have by tender dated-----offered to execute and fully complete the
intended works in connection with the construction of
.....for
the company as set forth in the tender as amended and the drawings, general conditions, special conditions,
specifications, bill of quantities and schedule hereto annexed according to the terms, obligations and conditions
therein contained at and for an approximate total sum of Rs. (Rupees
.....
.....) and company has accepted such
itemized rate tender in terms of its letter no Dated
.....

Now this AGREEMENT witnesseth as follows:

1. The BIDDERS covenant and agree with the COMPANY that the BIDDERS will within the time
of..... months from the date stipulated in the work order and in the manner and pursuant and
subject to all and singular the terms, obligations and conditions in the said tender as amended and the
drawings, general conditions, special conditions, specifications, bill of quantities and schedule provide,
contained and referred to execute and fully complete all and singular the works specified, described or
referred to in and by the said tender as amended and the drawings , general conditions, special
conditions, specifications, bill of quantities and schedule and will well truly observe, perform, fulfil,
submit to and keep all the said terms, obligations, conditions, and matters in the said tender as amended
and drawings general conditions, special conditions, specifications, bill of quantities and schedule
contained and referred to and on the part of the BIDDERS to be observed, performed, fulfilled,
submitted to or kept according to the true intent and meaning of the said tender as amended and the
drawings general conditions, special conditions, specifications, bill of quantities and schedule. Any
items not covered by the tendered rates will be worked out as per special conditions attached to the
tender documents.
2. In case the work is not completed in the manner mentioned above to the complete satisfaction of the
COMPANY in every respect within the aforesaid time limit of Months from the stipulated
in the work order, the BIDDERS agree to pay a penalty of..... % of the value of the work order for
each week of delay beyond the date stipulated for the completion, subject, however to a maximum of
..... % of the work order. It is agreed that time is the essence of the contract.
3. In consideration of the premises the COMPANY covenants with the BIDDERS that it will pay to the
BIDDERS at the several times and in the sums, proportions and manner in the said, general conditions,
special conditions in that behalf provided the amount accruing from time to time, but subject to
Conditions therein contained.

4. This agreement further witnesseth that the BIDDERS hereby covenant with the COMPANY that in the event of the non-fulfilment in any respect by the BIDDERS of the said covenants, terms, agreements, obligations will pay to the COMPANY all loss, damages, costs, charges, and expenses as the COMPANY may be directly or indirectly put to in consequence of such non-fulfilment by the BIDDERS.
5. If the BIDDER fail to perform the contract or carry out the contract to the satisfaction of the COMPANY within the period fixed for the purpose or at any time repudiates the contract before the expiry of such period, the General Manager (Civil) or any officer of the COMPANY so authorized may, without prejudice to the right of the COMPANY to recover from the contractors damages for the breach of the contract, terminate the contract as the whole or terminate a part of the contract at the risk and cost of the BIDDERS without prior notice and get the balance work executed through some other agencies and held the BIDDERS liable for all the losses and expenses incurred by the COMPANY. The decision of the General Manager (Civil) is final with regard to the satisfactory performance of the Contract and is binding on both the parties.
6. In the event of any disputes arising in connection with this contract, it is further agreed that such disputes shall be referred to the sole arbitrator as per the arbitration clause in the general terms and conditions of the contract.
7. The following documents are deemed to form Part and parcel of the agreement viz., the tender datedand letter no datedthe general terms and conditions, special conditions, the specifications, the priced bill of quantities, the schedule of rates and dated.....all of which for the purpose of identification have been signed by the.....on the behalf of the COMPANY, and on behalf of acceptance and all letters referred therein will also form a part of this agreement.
8. This agreement further witnesseth that the BIDDERS are responsible for any accident or other compensation payable to the workman employed by the working under the control of BIDDERS that the COMPANY has no sort of liability in the matter, and that if any payment would have to be made by the COMPANY, the same shall be reimbursed by the BIDDERS.

In witness where of the said parties here to have hereunto set their hands.

For, ITI LIMITED	For,
Authorised Signatory	PROPRIETOR

Witnesses:

1.
2.

Witnesses:

1.
2.

Ref: NSU2E18H		PRICE BID FORMAT		ANNEXURE IX	
Vendor Name					
SI No	Service Particulars	Estimated Trenching (including multiple ducting & cabling) (km) (A)	Unit Rate (INR) (B)	Total Value (INR) (C=A*B)	
1	Full updation of 24 GIS Entities through field updation by DGPS & backend portal updation as well as to provide ITP & ABD upgraded data if any required for OLT level Closure in all respects and satisfactory acceptance of ITI, GFGNL, BBNL	176 Kms			
2	Partial updation & correction under 24 GIS Entities through backend portal updation as well as to provide ITP & ABD upgraded data if any required for OLT level Closure in all respects and satisfactory acceptance of ITI, GFGNL, BBNL	1110 kms			
		Total			

Note: GST shall be extra, payable at the prescribed rate against the GST invoice