



**ITI LIMITED**  
**Registered & Corporate Office**  
**ITI Bhavan, Doorvaninagar**  
**Bengaluru-560016**  
**CIN No: L32202KA1950GOI000640**

Open EoI for selection of firms for  
Implementation of 5G Private Network  
Solutions

**EoI Ref:**  
**ITI/COR/P&T/OPEN/5GEOI/2024/01**

**13 August 2024**

Issued by:  
**GM P&T**  
**ITI Bhavan,**  
**ITI Corporate Office**  
**Dooravaninagar**  
**Bengaluru, INDIA 560016**

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**NOTICE FOR EXPRESSION OF INTEREST**  
**(EoI reference no. ITI/COR/P&T/OPEN/5GEOI/2024/01)**

**1. Introduction:**

ITI Limited, a Public Sector Undertaking (PSU) under Ministry of Communications & IT, Government of India, is a leading Telecom equipment manufacturer in India offering total Telecom solutions. The major supplies of equipment are to the PSU Service Providers viz. BSNL, MTNL and also to Defence and other PSUs. ITI has manufacturing units equipped with State-of-art manufacturing infrastructure. ITI Limited is floating an open Expression of Interest(EOI) for Selection of firms for Implementation of 5G Private Network Solutions.

**2. IMPORTANT DATES:**

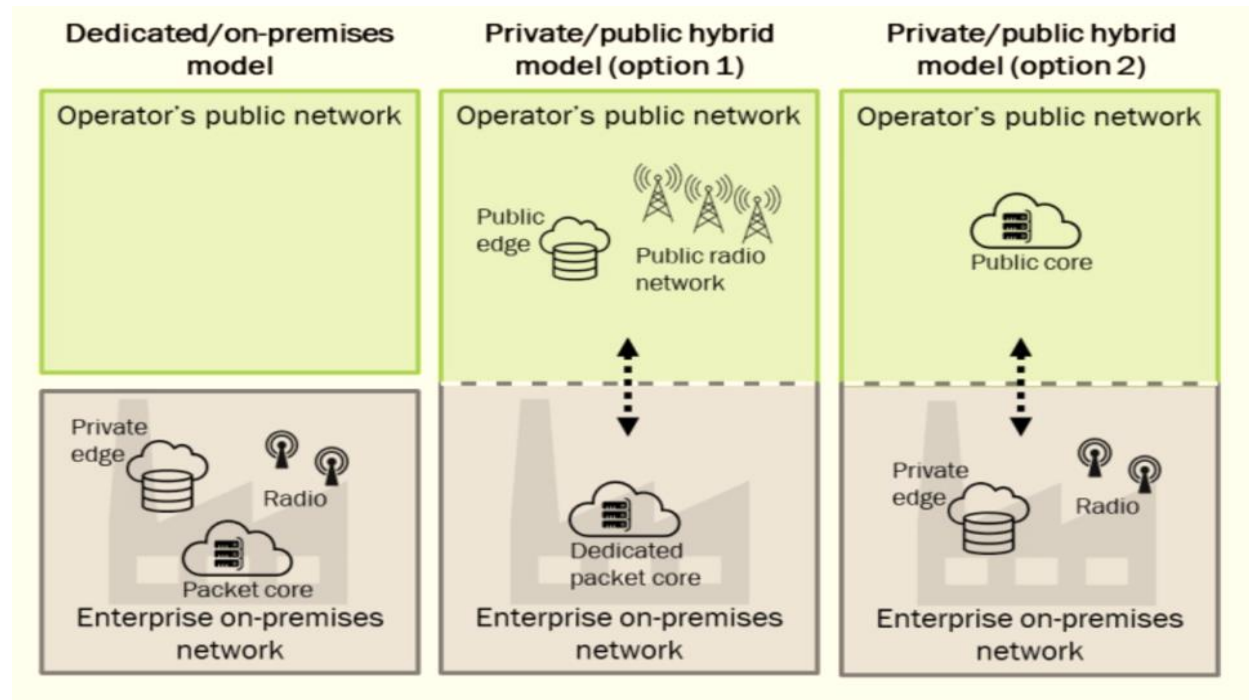
<b>S.No.</b>	<b>Activity</b>	<b>Schedule</b>
i.	EoI Issue Date	13-08-2024
ii.	Due Date & Time for Submission of Proposal	Open ended

**3. PURPOSE**

ITI Limited is interested in Selection of firms for Implementation of 5G Private Network Solutions. The firms, who have 5G product/Equipment (i.e. End to End 5G Private Network Solution, CORE or RAN or Antenna System or Cloud Edge system or Software defined network controllers for monitoring and controlling of the 5G Private network,5G Testing Equipment, Simulator, Emulators) referred as products and experience and capabilities in 5G Enterprise solutions deployment interested in Collaboration with ITI may submit their response against this Expression of Interest. Firms interested in Selection for ITI for supply of the equipment along with necessary engineering support, are requested to see the details of this EoI on ITI website <https://www.itiltd.in/> at Home page in tender/EOI tab under.

The interested firms are requested to submit their details in the prescribed format to ITI Corporate office Bengaluru as mentioned in this Expression of Interest (EOI).

### Various 5G Private/Public Network Models (Reference):



## 4. SCOPE

4.1 The bidder should meet the eligibility criteria, providing clause by clause compliance as per Annexure-III and conform to the requirements, providing undertaking as per Annexure-II.

4.2 The bidder shall be ready to support ITI for the Tenders / Purchase orders of Government, PSUs, Defense and Private customers for the products / services.

4.3 The bidder shall be willing to consider ITI as their preferred manufacturing partner for their products/Equipment

- Solution includes a robust core network infrastructure, including Next Generation Core (NGC) components such as 5G Core (5GC), Network Function Virtualization (NFV), and Software-Defined Networking (SDN) capabilities but not limited as following. Firms may participate in more than one area based on their Technical capabilities as shown below but not limited as following 5G Core(SA or NSA)

- 5G gNode-B
- 5G Edge Cloud Platform
- 5G Network Controller
- Routers , Switches
- Firewalls
- 5G applications & Respective Servers.
- 5G Testing Equipment, Traffic Simulators & Setup for Used Cases Evaluation.
- 5G use cases products like Drones, Robotics, Driverless Vehicle testing based on 5G technologies (V2X, V2V etc).

4.4 Through this EoI, ITI Ltd intends to engage with the Original Equipment Manufacturers (OEMs), Original Design Manufacturers (ODMs) authorized representatives of OEMs, ODMs firms who have developed product/s in 5G technology areas for implementation & Testing of Private 5G network Solutions and their compatibility with 4G eNodeB upgradable to 5G gNodeB Radios(Optional) and other essential 5G Network Elements . Also that 5G Network set up will work in the captive private network as well as Integration compatibility with IMS Network, Internet Service provider's network if required by customer.

4.5 It is proposed to utilize ITI Plants for manufacturing & testing of these products in full or in part for firm's supplied product to address bulk supply and turnkey rollout requirement

4.6 For the trials of the solution, Generic Technical Specifications (GTS) of 3GPP Release-15, and above for private 5G network compliance will be referred.

4.7 Considering migration to 5G in future, firm may focus on implementation of Private 5G network Solutions but also their backward compatibility with existing Customer Network for seamless integration and network coverage.

4.8 ITI is manufacturing LTE RAN with technology transfer with C-DOT. 5G Network system should be able to integrate with ITI 4G RAN upgradable to 5G gNodeB systems (optional).

#### 4.9 **Expected Outcome of Collaboration:**

- 4.9.1 Establish a 5G Captive Non-Public Networks (CNPN) and demonstrate use cases for
- a) eMBB (enhanced Mobile Broadband)
  - b) URLLC (Ultra Reliable Low Latency Communications)
  - c) mMTC (massive Machine Type Communications)
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d) Massive IoT

4.9.2 Develop cost-effective “Make in India” Private 5G solutions

4.9.3 Provide end-to-end 5G CNPN solutions

4.9.4 Collaborate to leverage each other’s expertise to provide end-to-end solutions.

4.9.5 Participation & supply of 5G Equipment by firms for Implementation of a private 5G Network Solution at **No cost No Commitment (NC-NC) basis** in case the ITI’s Customer demands same before industrialization of 5G CNPN on basis of successful demonstration of POC.

4.9.6 In Case of 4.10.5 POC setup which has been used for 5G Captive Non-Public Network(CNPN) POC demonstration, this set up may be absorbed in 5G CNPN commercial setup as per Customer discretion.

4.9.7 In any case ITI will not bear any cost against 5G equipment supply & Services by firms for 5G CNPN POC setup irrespective of POC outcome.

4.9.8 ITI is aiming to setup a 5G COE at ITI BGP plant at later stage on **No cost No Commitment (NC-NC) basis**, This platform will be available for Startup, MSME’s, Firms who are looking for 5G Network Platform to showcase their solution. ITI will charge to these MSME’s, Firms for their solution showcasing and by this way ITI will monetize its COE lab and revenue may be shared with OEM’s for LAB Setup on mutual agreement basis.

4.9.9 Firming up the functional requirements for 5G Network system along with the system configurations and their integration with 4G/5G RAN systems.

4.9.10 Enabling manufacturers, assembling of 5G network cloud systems and their integration testing for jointly addressing the upcoming business opportunities in 5G technologies. ITI will be lead bidder in each case.

4.9.11 5G core, Edge computing and Software Defined Network capability of the network would be implemented and tested.

4.9.12 Demonstration could be provided to potential Enterprise customers. OEM/ODM will act as SI for Solution Setup for initial 3 Project Orders and do the Knowledge transfer to ITI Team during these 3 project execution. ITI will assume System Integration capability to implement similar networks for the customer there after with technical support from the selected firm through collaboration.

4.9.13 To enhance the Solution and setup in ITI premise, ITI’s Tier-III Data Center may be preferred for hosting core/cloud software and storage on pay as you grow basis, ITI free space could be utilised on

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nominal charge basis for demonstration of used cases like Drones, Robotics, Driverless Vehicle testing based on 5G technologies (V2X, V2V etc). These charges will be mutually agreed by ITI and User.

4.9.14 Explore business opportunities with Govt. Institutions, Educational institutions for setup for 5G Used cases labs under various government schemes as consortium member of ITI Ltd.

4.9.15 ITI may/may not consider more than one Firm in each domain of 5G CNPN for collaboration of 5G Private Network Solutions based on the Firm's product/Solutions availabilities, sector specific and area of expertise in 5G Technologies. This will be on sole discretion of ITI Limited.

## 5. ELIGIBILITY CRITERIA FOR BIDDERS

5.1 The bidder should have been registered & incorporated under the Indian Companies Act, 1956 or 2013. It is mandatory that the applicant should have a registered office in India for at least last 3 years prior to the date of submission of proposal except to Startups & MSMEs. Bidder, having Registered office & headquartered in India shall either be an Original Equipment Manufacturer (OEM), Original Design Manufacturer (ODM), of the 5G product/Equipment(i.e.End to End 5G Solution, CORE or RAN or Antenna System or Cloud Edge system or Software defined network controllers for monitoring and controlling of the 5G Private network, 5G Testing Equipment, Simulator, Emulators). Bidder can also be an authorized representative of OEM, ODM of the products, in that case the firm shall submit the Manufacturer Authorization Form (MAF) along with its offer.

5.2 The bidder's average annual turnover in the last three financial years, that is, 2021-22,2022-23 & 2023-24 and total addressable business by them per year will be worked out as per the table below

Sl. No.	Addressable business value per year	experience and past performance on similar Business for last 3 years in each year	Average 3 year Turnover ( 2021-22, 2022-23 and 2023-24)
1	Up to 1Cr	25 Lakhs	25 Lakhs
2	Up to 5 Cr	1.5 Cr	1.5 Cr
3	Up to 10 Cr	3Cr	3Cr
4	Up to 50 Cr	15Cr	15Cr
5	Up to 150 Cr	50Cr	50Cr

5.3 If the firm is operational for less than three years then they will be considered only under Sl. No.1 of clause 5.2.

5.4 The MoU with the empaneled partners will be done for a period of three years extendable for next two years on mutual agreement after performance evaluation done by ITI. If Empaneled Partners performance is not satisfactory after initial 1 year of empanelment, ITI reserve the right to terminate the agreement based on their performance under this agreement. This will be a binding condition to the empaneled firms.

5.5 ITI will release similar EoI in every six months for the addition of the new bidders as technology partners to address the bigger market opportunities. Existing empaneled partner may reapply and upgrade to address bigger market opportunities, the empaneled partners who are not willing to upgrade as per clause 5.2 need not to apply again, However their performance may be evaluated by ITI based on partner's latest turnover details and their category may be changed accordingly solely on ITI's discretion.

5.6 The technology ownership and Intellectual Property Rights (IPR) of the product from the bidder should reside in India. Self-declaration may be submitted in support of this.

5.7 The bidder should have their own R&D set-up (Optional) and should be registered with the concerned department for at least last one years.

5.8 The bidder should have the experience of design, assembly, testing & supply of the product either in India or abroad, having sold the product as per table 5.2 depending on their turnover.

5.9 The bidder's product should be qualified as 'Domestically Manufactured Electronic Product' as per Indian government policies. Declaration is to be submitted.

5.10 Relaxation in prior turnover and prior experience to all Startups (whether MSEs or otherwise) will be provided subject to meeting of quality and technical specifications in accordance with the relevant provisions of GFR 2005. However, there may be circumstances like procurement of items related to public safety, health, critical security operations & equipment etc. Wherever adequate justification exists, this relaxation need not to be exercised.

## **6. REQUIREMENTS**

6.1 The bidder should be willing to enter into 'Memorandum of Understanding (MOU) with ITI to showcase 5G Core capabilities of Cloud-

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Native , Private 5G core software for Mobility, Authentication, security, Session and Policy Management. Firm to showcase capabilities of 5G Network Functions but not limited like AMF, SMF, AUSF, UPF, UDM, NRF.

6.2 The bidder should be willing to support ITI in tenders floated for the product, by meeting the technical conditions of the tender.

6.3 The bidder should be willing to provide comprehensive support to ITI for the installation, commissioning, warranty and post warranty servicing of the product.

6.4 Compliance to be provided by the Firm to showcase gNode-B capabilities compatible to 3GPP Release 15 onwards , 5G SA/NSA mode, Indoor or Outdoor Deployment

6.5 Compliance to be provided by the Firm to showcase 5G Edge Cloud Platform capabilities of Kubernetes and virtualized edge cloud infrastructure to create a mobile Edge Cloud (MEC) within Enterprise with open APIs to host 3rd party application like AR/VR, Robotics, Drones, AI/ML, Video analytics for low latency and privacy.

6.6 Compliance to be provided by the Firm to showcase 5G network Controller capabilities like centralized management, orchestration, zero touch, monitoring of multiple Private 5G networks and Mobile Edge Platform across various sites. The controller can be hosted in the public cloud to centrally manage and monitor multiple private 5G networks.

6.7 Compliance to be provided by the Firm to showcase capabilities of Routers ,Switches, which are capable of handling 5G network traffic and functionalities like providing inter/Intra-connectivity & Traffic routing & aggregation.

6.8 ITI may select more than one Firm for 5G Private Network Solution based on the sector wise Firm's product/Solutions availabilities, and area of expertise in 5G Technologies

6.9 Minimum Technical Requirement Synopsis.

**Below technical details are for reference purpose only as technical Elements and Specification will vary as per actual client requirements.**

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Core & OSS Network 5G Setup		
SI NO	Type of Network Elements	Minimum Specification (Reference Only)
1	5G IoT Gateway (Router)	-
2	Switches for NGC Data Centre for hosting SDN NFV Functions	400 Gbps
3	Storage Units for NGC SDN NFV Functions and EMS-NMS Functions	1 Peta byte
4	Servers for	28Core/4Gbps CPU/2TB RAM/40G NIF
	1. EMS-NMS 2.EIR/SMF/UPF/AMF/UDR/UDM/AUSF/PCF/NEF/NRF & NSSF	
5	Other Servers for 3rd Party Application Hosting	1.CPU: Core i9 12thGen 16 Core 2.RAM: 32GB DDR4 3200Mhz+ 3.STORAGE: 500GB SSD NVME 4.Motherboard: Intel Z690 Motherboard FULL ATX, 3 PCIE 16 5. Lan Card: Intel X710 T4 10Gbps Lan Card, Intel 4 * 1Gbps Lan Card
6	EMS / NMS Software Modules	-

RAN Network for 5G	
SI NO	Type of Network (For Refrence Only)
1	3.3 GHz C-Band Radio Integrated Radio (100MHz)
2	3.3 GHz Small Cell (100MHz) and built in antenna
3	26 GHz mmWave Band Radio Integrated Radio (400MHz)
4	26 GHz mmWave Band Radio Disaggregated Radio (400MHz)
5	26 GHz mmWave Band Small Cell (400MHz)

Transport Network for 5G Network Setup	
SI NO	Type of Network Element in FH,MH & BH
1	SAR (Site Access Router) - C-Band
2	SAR (Site Access Router) - mmWave
3	SAR (Site Access Router) - Small Cell
5	Switch to Support NB-IOT and WB-IOT Interface
6	Core Network @ NGC

## **7. DOCUMENTS / INFORMATION TO BE SUBMITTED**

- 7.1 Brief technical literature of the product
- 7.2 Certificate for supply and satisfactory performance of the product
- 7.3 Copies of the audited annual report for the last three years (2021-22,2022-23,2023-24).

- 7.4 Auditors Turnover certificate signed by the company's Auditors/ CA for last 3 financial years
- 7.5 Details of support centres available in the country at present.
- 7.6 The bidder should submit 'Undertaking' as per Annexure-I
- 7.7 The bidder should submit their profile as per Annexure-II
- 7.8 The bidder should submit 'Clause by Clause Compliance' as per Annexure-III
- 7.9 Shortlisting of firms will be done based on design and development experience, financial capabilities and availability of technical experts and other resources. ITI limited shall examine the details submitted by the applicant as mentioned in Clause-7 along with the offer.
- 7.10 All the information sought above and any other additional information considered necessary by ITI should be submitted by the Bidder. Failure to furnish all information required in every respect will be at the Bidder's risk and may result in the rejection of the EoI/ offer. The Bidder is expected to examine all instructions, terms and conditions and scope of work in the EoI document(s).

## **8. SUBMISSION OF PROPOSAL**

- 8.1 Bidders may send their queries to the following address:

GM- Products & Technology,  
ITI Limited,  
Regd. & Corporate Office,  
ITI Bhavan, Doorvaninagar  
Bangalore - 560 016  
Ph: +91 80 25618289 – Extn. 2318  
(Email-pp\_crp@itiltd.co.in ; santoshsinha\_crp@itiltd.co.in)

### **8.2 Bidders may submit their proposals to the below email id: pp\_crp@itiltd.co.in.**

- 8.3 All the pages of the proposal shall be signed by an authorized person of the bidder organization.
- 8.4 Startups Vendors :
- 8.4.1 Relaxation in prior turnover and prior experience to all Startups (whether MSEs or otherwise) will be provided subject to meeting of quality and technical specifications in accordance with the relevant provisions of GFR 2005. However, there may be circumstances like procurement of items related
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to public safety, health, critical security operations & equipment etc. Wherever adequate justification exists, this relaxation need not to be exercised.

## **9. GENERAL CONDITIONS**

9.1 Submission of response to this notice inviting EoI 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.

9.2 All clarifications requests, on the RFP, shall be addressed to Deputy General Manager – Product & Technology over telephone 9225653254 during 9.30 AM to 5.30 PM on any working day and through mail on [pp\\_crp@itilttd.co.in](mailto:pp_crp@itilttd.co.in) and [santoshsinha\\_crp@itilttd.co.in](mailto:santoshsinha_crp@itilttd.co.in).

9.3 Shortlisting of firms will be done by a committee nominated to evaluate the proposals based on the Pre-requisites / Eligibility given in the EoI document.

9.4 Period of Validity of offers: The offer shall remain valid for a period of at least 180 days from the due date of offer submission. Offers valid for a shorter period shall be rejected.

9.5 Late offer: Any offer received after the prescribed timeline is liable to be rejected and returned unopened to the bidder.

9.6 Language of offers: The offers prepared by the vendor and all the correspondences and documents relating to the offers exchanged by the bidder, shall be written in English language.

9.7 Award of Contract: ITI reserves the right to enter into technology tie up with any bidder/bidders who meets the eligibility conditions and, if finalized by ITI, a Memorandum of Understanding Agreement will be signed with the selected bidder for pursuing all activities related to addressing tenders.

9.8 Authorized Signatory: All certificates and documents received as part of the offer shall be signed by the Authorized Representative (signing is not mandatory for technical manuals). The power of authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder shall be submitted when demanded by ITI.

9.9 ITI 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.

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9.10 Cost of EoI: The bidder shall bear all costs associated with the preparation and submission of his/ her response against this EoI, 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 EoI process.

9.11 The bidder shall be ready to give clarifications on any part of the offer to ITI.

9.12 Amendment of EoI: At any time prior to the last date for receipt of offers, ITI, may, for any reason, whether at its own initiative or in response to a clarification requested by a bidder, modify the EoI document by an amendment. In order to provide bidders 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 EoI.

9.13 Disclaimer: ITI and/or its officers, employees disclaim all liabilities 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.

9.14 Accessibility of EoI Document: Complete EoI document with terms and conditions is provided in the following websites

- i. <https://www.itiltd.in/>

9.15 ITI reserves the right to terminate the Empanelment if the progress of work is not satisfactory or there has been any breach of the terms & conditions or the feasibility study report is not submitted within the time schedule or if the report is not accepted by ITI even after clarifications are received.

9.16 Force Majeure: If any time during the continuance of this Empanelment, 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

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contract nor shall non-performance or delay in performance and deliveries under the contract.

9.17 Termination or Insolvency: ITI may at any time terminate the Empanelment by giving written notice to the Bidder, without compensation to the Bidder, if the 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.

9.18 Arbitration: In the event of any dispute or difference arising under this agreement or in connection therewith (except as to the matter, the decision to which specifically provided under this agreement) and no settlement can be arrived at mutually, the same shall be referred to an arbitrator to be appointed in accordance with the Arbitration and Conciliation Act 1996. The arbitrator may, from time to time, with the consent of both the parties, enlarge the time frame for making and furnishing the award. Subject to the aforesaid Arbitration and Conciliation Act 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this rule. The venue of the arbitration proceeding shall be the Corporate Office, ITI at Bangalore or such other places as the arbitrator may decide. Indian laws shall govern this contract.

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

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

1. We are not blacklisted by Central Govt./ any State or UT Govt/ PSU/ organized sector in India to work with ITI as per this EOI 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 Performance Bank Guarantee (..... % of contract value) to ITI (as decided by ITI) as per Customer Tender terms & conditions.
  3. That we have adequate manpower with qualifications, certifications and experience as may be required to provide TOT to ITI as well as to provide services/support to the customer as per their tender/PO requirement.
  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 for warranty and Post warranty AMC as per the requirement of Customer tender terms and conditions. All software upgrades, patches and Licenses to be provided free of cost, as and when they are released.
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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 EOI 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 malfunction of equipment in any manner.

Signature:

Name:

Designation of Authorized Signatory:

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## Annexure-II

### 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	Annual Turnover for 3 financial years (Rs in Lakhs)	2021-22	2022-23	2023-24
5	Date of Incorporation			
6	GST Registration number			
7	PAN Number			
8	CIN Number, if applicable			
9	Number of technical manpower in company's rolls			
10	Number of R&D engineers			



**Annexure-  
III****Compliance Statement**

<b>Section Details</b>	<b>Clause Numbers</b>	<b>Compliance (YES/NO)</b>	<b>Documentary Reference, If any</b>
<b>Technical BID</b>			

**Annexure-IV****PRE-CONTRACT INTEGRITY PACT**

(To be executed on plain paper and submitted along with Technical Bid/ Tender Documents having a value of ₹..... 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 on .....day of .....2024

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 by .....Chief Executive Officer (hereinafter called the Bidder/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 Microwave Radio Technology Provider BIDDER (s)/ Contractor(s).

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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.

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**SECTION 2 – COMMITMENTS OF THE Microwave Radio Technology Provider ( BIDDER )/ CONTRACTOR**

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

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

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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) make 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 of contract 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

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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 MICROWAVE TECHNOLOGY PROVIDER BIDDER S/CONTRACTORS**

6.1 The Principal will enter into Integrity Pact on all identical terms with all Microwave Technology Providers 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 Microwave BIDDER s who do not sign this Integrity Pact or violate its provisions.

## **SECTION 7 – CRIMINAL CHARGES AGAINST VIOLATING BIDDERS/ CONTRACTORS**

7.1 If the Principal receives any information of conduct of a BIDDER (s)/Contractor(s) or sub-contractor/sub-vendor/associates of the Microwave 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 Jindal  
3/10 Vishesh Khand-3 Opp Little Friends School  
Gomti Nagar Lucknow -226010 , Mob : 9140637949

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

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**

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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 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) are 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 Microwave BIDDER ship, the pact must be signed by all members and Microwave Technology Providers.

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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/ differences 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.

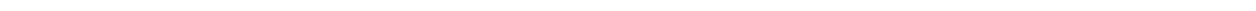
In witness whereof the parties have signed and executed this Pact at the place and date first done mentioned in the presence of the witnesses:

For PRINCIPAL	For	Microwave	Technology	Provider
(S)/CONTRACTOR(S)				
.....		.....		

Name Designation.	Name Designation.
-------------------	-------------------

Witness:

- |         |         |
|---------|---------|
| 1. .... | 1. .... |
| 2. .... | 2. .... |



**ANNEXURE - V****CHECKLIST**

<b>Sl. No</b>	<b>Details of documents to be submitted</b>	<b>Compliance (Yes /No)</b>
1	Annexure-I Undertaking	
2	Annexure-II – Bidder’s Profile	
3	Annexure-III – Compliance statement	
4	Proposed Technical solution Document	
5	Certificate for supply and satisfactory performance of the product	
6	Copies of the audited annual report for the last three years (excluding the current year).	
7	Documents to support Eligibility criteria	
8	Signed Copy of EoI as compliance to all the terms and conditions of the EoI	
9	Annexure-IV Signed copy of Pre-Integrity Pact	
10	Annexure-V-Duly filled checklist	
11	Annexure-VI Declaration regarding “Restrictions on procurement from a Bidder of a country which shares a land border with India”	

**ANNEXURE VI**

Declaration regarding “Restrictions on procurement from a Bidder of a country which shares a land border with India”

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*(To be submitted on Applicant’s Letter Head)*

To,

Dear Sir,

In reference to bid submitted by M/s .....against ITI EoI Document Number: ....., I/We have read the Order No:F.No6/18/2019-PP Dated: 23-July-2020 from Department of Expenditure, Ministry of Finance regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

I/We certify that we/our Collaborator/Assignee are/is not from such a country or, if from such a country, have/has been registered with the Competent Authority and we will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

We here by certify that we fulfill all requirements in this regard and are eligible to be considered.

We further confirm that evidence of valid registration by the Competent Authority for us/our Collaborator/JV Partner / Consortium member/Assignee, as applicable, is enclosed as Annexure...

\*Bidder to strike-off, if not applicable.

Date: \_\_\_\_\_

Seal of Organization

Place:

\_\_\_\_\_  
Signature of Authorized Applicant