



# आईटीआई लिमिटेड

नेटवर्क सिस्टम्स यूनिट

सामग्री प्रबंधन विभाग

F-100, पश्चिम विंग

दूरवाणीनगर, बेंगलूर - 560 016, भारत.

फोन : +91 (80) 2566 0502, 2566 0508

ई-मेल : materials\_nsu@itilttd.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 0502, 2566 0508

E-mail : materials\_nsu@itilttd.co.in

ISO 9001 : 2015 Certified Unit



ITI Web-Site/ Govt. Portal

## ENQUIRY

### NSU 1K 78W

DATE 25 11 2021

Dear Sir / Madam,

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

SL. NO.	Item Description as per Technical Specifications	Approx. QTY	Unit
1	POC for Digital Village Project in Gujarat	500	Nos

**Special Note:** Please refer to following Tender Document enclosed before submitting Tender. - ITI/NSU/GUJ/CSR/ISP/01/2021 dt 25 Nov 2021.

Tender Due Date	10/12/2021, 15:00 Hrs	Tender Opening Date	10/12/2021, 15:30 Hrs
Tender Opening Venue	Materials Management Dept., N.S. Unit, I.T.I. Ltd., Dooravaninagar, Bengaluru- 560 016		
Delivery	within 3 months' time period from the date of Issue of PO. as per Tender Document ITI/NSU/GUJ/CSR/ISP/01/2021 dt 25 Nov 2021 Ref Page 18	Details of location -As per Tender doc	
Terms of Payment (TOP)	Payment will be made as per of Tender Document Ref: Page No. 22 of Tender Document ITI/NSU/GUJ/CSR/ISP/01/2021 dt 25 Nov 2021		
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	180 days from Tender Opening date.		
Security Deposit	3% of the CAPEX part of work awarded valid for Five years and three months covering entire contract period of project and O&M as per Tender Document ITI/NSU/GUJ/CSR/ISP/01/2021 dt 25 Nov 2021		
Earnest Money Deposit & Tender Fee	Bid security declaration to be submitted & Tender fee 5900/- (Including GST)		
Validity of contract	Five Years and Three months (Entire contract period)		

All other terms and conditions as per Tender Document vide Tender refer No: ITI/NSU/GUJ/CSR/ISP/01/2021 Dated 25-11-2021.

Note: Offers should be submitted online as per tender documents.

For submission of online Bid & Procedure to be followed visit

[www.tenderwizard.com/ITI Limited](http://www.tenderwizard.com/ITI Limited).

All Vendors have to register in website & pay the tender processing fee if required:

[www.tenderwizard.com/ITI Limited](http://www.tenderwizard.com/ITI Limited) for submitting online BID.

For ITI Ltd., N S Unit,

*Lendhy*  
25/11/21,  
Dy. General Manager (MM&P)-NS



**ITI Limited**  
**Network System Unit**  
**Dooravani Nagar**  
**BANGALORE – 560 016**

Ref No: ITI/NSU/GUJ/CSR/ISP/01/2021

Dated – 25 Nov 21

## **POC for Digital Village Project in Gujarat**

**RFP for Selection of System Integrator**

Last Date and Time for submission: 10. 12. 2021, 15.00 Hrs.

ITI Limited  
Bangalore Plant  
Dooravani Nagar  
BANGALORE – 560 016  
Ph: 080-2850360

**ITI LIMITED**  
**Network Systems Unit**  
**(Material Management Dept)**  
**ITI Bhavan**  
**Dooravani Nagar**  
**BANGALORE – 560016**  
**CIN No: L32202KA1950GOI000640**  
**REQUEST FOR PROPOSALS (RFP)**

**Ref:** ITI/NSU/GUJ/CSR/ISP/01/2021

**Dated:** 25 Nov 21

**INTRODUCTION:**

ITI Limited is a Central Public Sector Unit (CPSU) of Department of Telecom, Govt. of India, engaged in delivering large turnkey projects, in the field of IT/Telecom/networking and working as Master System Integrator for Planning, Design, Supply, Installation, commissioning and maintenance of pan India Networks and other IT and Telecom related infrastructure and services.

DoT / BBNL has established nationwide broadband network to provide data services at Gram Panchayat level. ITI vision is to extend the data services even to remotest villages in India and contribute towards Digital India mission.

By this RFP, ITI is planning to create a network as Proof of Concept (PoC) for monetization of existing broadband network infrastructure. On successful completion of the PoC, the same concept may be replicated across states to monetize the established networks.

Also ITI being a Public Sector Organisation in Telecommunication industry, planning to set up the above said PoC as part of its Corporate Social Responsibility.

The Due Date for submitting the bid is 10.12.2021 by 15:00 hours India

The bids will be opened on 10.12.2021 at 16:00 hours.

Financial bids will be opened for only those Bidders, qualifying the technical proposal evaluation. The date of financial bid opening will be intimated later.

**TABLE OF CONTENT:**

<b>Sl. No.</b>	<b>Item</b>	<b>Page No.</b>
1	Introduction	1
2	Table of Content	3
3	Invitation of Bid	4
4	Bid Preparation Cost	4
5	Bid Submission	4
6	Important Information	5
7	Clarifications	7
8	Bid Price	7
9	Scope of Work	8
10	Project Management	9
11	Field Survey	10
12	Planning and Network Design	10
13	Fiber Laying and Equipment Installation	11
14	Field deliverables	12
15	Acceptance Testing	14
16	Operation and Maintenance	16
17	Timeline for Project Completion	18
18	Monetization Ecosystem Management	18
19	Branding	18
20	List of Gram Panchayats/Villages	19
21	Tentative BOQ	19
22	Essential Eligibility Criteria for the Applicants	20
23	Schedule of Rates	20
24	Project Payment Terms	22
25	Annexure I: Bidders Profile	24
26	Annexure II: Compliance Statement	24
27	Annexure III: Bid Security Declaration Form	25
28	Annexure IV: Pre Contract Integrity Pact	26
29	Annexure V: Performa for Agreement	34
30	Annexure VI: Declaration of Tenderers	36
31	Annexure VII: Non-Disclosure Agreement	37
32	Annexure VIII: Bank Guarantee Performa	41

### **Invitation to Bid:**

Bids are invited from **licensed ISPs** with capability for **System Integration** to participate in this tender for Selection of system integrator. **(Here after shall be referred as SI)**. Scope of work of SI shall be to design, supply, installation and commissioning of network to provide FTTH (only data services) services in selected Gram Panchayats / villages and provide broadband network services and maintenance of network for 5 years of deployed network.

### **Bid Preparation Costs**

The bidder shall be responsible for all costs incurred in connection with participation in this Tender process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of bid, in providing any additional information required by the ITI to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

ITI Limited shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of Purchaser. Any notification of preferred bidder status by Purchaser shall not give rise to any enforceable rights by the Bidder. Purchaser may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of Purchaser

It shall be incumbent upon each Bidder to fully acquaint himself with the local conditions and other relevant factors at the proposed site(s), which would have any effect on the performance of the contract and / or the cost.

The Bidder is expected to make a site visit to obtain for himself on his own responsibility, all information that may be necessary for preparing the bid and entering into contract. Obtaining such information shall be at Bidder's own cost.

Failure to obtain the information necessary for preparing the bids and/or failure to perform the activities that may be necessary for providing services before entering into contract shall in no way relieve the Bidder from performing any work in accordance with the tender.

### **Authentication of Bid**

A bid should be accompanied by a power-of-attorney in the name of the signatory of the bidder.

### **Bid Submission**

ITI's Tender document can be downloaded from ITI web site [www.itiltd.in](http://www.itiltd.in) or CPP portal [www.eprocure.gov.in](http://www.eprocure.gov.in). The hard copy of the Tender document is not available for sale by ITI.

Tender document fee of Rs. 5,000/- (Rupees Five Thousand Only) plus GST @18% (Total Rs. 5900/-) 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 favour of ITI Limited (N S UNIT), Dooravani 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

The Tender document fee is non-refundable.

Bid shall be valid for at least 180 days from the date of Bid opening.

EMD is not required for this tender as per the Government of India Ministry of finance procurement policy division office memorandum dated 12 Nov 2020. However, bidder has to submit duly signed bid securing declaration as per the **Annexure 3**

The successful bidders shall submit a Performance Bank Guarantee (PBG) from a Scheduled Bank to ITI for an amount equal to 3% of the CAPEX part of work awarded valid for Five years and three months covering entire contract period of project and O&M. The PBG should be submitted latest within 15 days from the date of issue of ITI's Letter of Intent (LOI). The validity of the PBG shall be extended in case of the extension of original delivery timelines of the project.

Bids in prescribed format shall be submitted through e-tendering process

The financial bid/quote at any other place than designated, will make the bid liable for rejection.

**Important Information:**

Sl.	Information	Details
1	Tender Number	ITI/NSU/GUJ/CSR/ISP/01/2021
2	Tender Name	Selection of ISP with System integration Capability for establishing FTTH network in 2 Gram Panchayats and 3 Villages in Gujarat
3	Work description/Nature of the work	Design and deployment of broadband network in 2 Gram Panchayats 3 and Villages, Providing Internet Services and Operation and Maintenance of network and Monetization of network for 5 years.
4	Date of Issue/Publishing of the Tender	25th Nov 21

5	Clarifications on Tender	1 <sup>st</sup> Dec 21 Time: 1200 Hrs
6	Pre Bid meeting	2 <sup>nd</sup> Dec 21 Time 1200 Hrs.
7	Last Date and Time for Submission of Bids	10 Dec. 21 Time:1500 Hrs
8	Date and Time of Opening of Technical Bids	10 Dec. 21 Time: 1600 Hrs
9	Date and Time of Opening of Financial/Commercial Bids of Technical suitable bidders	Shall be intimated to technically qualified bidder
10	Tender Fee	Rs. 5,900/- (Rupees Five Thousand Nine Hundred only).  Bidder advised not to make payment through Tender wizard. Bidder has to make the tender fee separately and attached the scanned copy of bank payment in tender wizard.
11	EMD	MSME/Bid security declaration to be submitted
12	Solvency Certificate	Rupees 50 Lakhs from any scheduled bank. Solvency certificate issued date should be less than 6(six) months prior Tender submission date
13	Bid Validity	180 Days
14	Validity of the contract	Five Years and Three months (Entire contract period)
15	Attachments/Annexures	Formats and Specifications
16	Tender issuing Authority	Deputy General Manager – MM (NSU), NS Unit, ITI Limited, Dooravani Nagar, Bangalore – 560016
17	E-Tender Process	The bidder must follow e-tender process for submission of bids. For submission of online bids and procedure to be followed. Visit <a href="https://www.tenderwizard.com/ITILIMITED">https://www.tenderwizard.com/ITILIMITED</a> . All the vendors must register in website and pay the registration fee if required.

**CLARIFICATIONS:**

Bidders desirous of seeking clarifications on the Tender may send their queries through email to: **Materials\_nsu@itiltd.co.in**

On the Bid opening day, only technical bids will be opened.

Bids without authenticated proof of Bid document fee, EMD and other technical compliances as required and prescribed in this Tender, will be rejected.

The address for all correspondences regarding this Tender shall be:

Deputy General Manager – MM (NSU)  
NS Unit, ITI Limited  
F-100, West Wing,  
Dooravani Nagar,  
Bangalore-560016  
E Mail: materials\_nsu@itiltd.co.in

The offers prepared by the Bidders and all the correspondences and documents relating to the offers submitted/exchanged by the Bidder, shall be written in English language.

ITI reserves the right to suspend or cancel the Tender process at any stage, or 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 and the same shall be published in the ITI website or intimated through email.

The Bidder shall bear all costs associated with the preparation and submission of its Tender, including cost of presentation for the purpose of clarification of the offer, if so desired by ITI.

At any time prior to the last date for receipt of offers, ITI, may, for any reason, whether at its own initiative or in the response to a clarification requested by the prospective bidders, modify the Tender document.

Also, ITI may, at its discretion, extend the last date and time for the receipt of offers and/or make other changes in the requirements set out in the Invitation for Tender at its own accord or in order to provide reasonable time to bidders to take the amendments into account in preparing their offers.

If the last day for the bid submission is declared as a holiday, the bid will be opened at the same time on the next working day.

**BID PRICES:**

The bidder shall submit the item wise price inclusive of all incidentals and inclusive of all taxes and levies but exclusive of Goods and service tax. Goods and Service tax shall be paid extra, at actuals. SI is responsible for executing the project on a turn key basis as per the scope of work. SI is responsible for end to end delivery of the project



## **SCOPE OF WORK**

This Scope of work is created with an aim to enable Broadband network connectivity in the State of Gujarat for 500 FTTH connection (Home pass) in 2 Gram Panchayats and 3 villages, through Structured Aerial – Fiber connectivity. A survey of the Connected Gram Panchayat and the villages where home passes are planned has to be conducted to derive the actual BOQ. The network would be Scalable and would have sufficient capacity to provide the FTTH services to Gram Panchayat/Villagers on demand in future.

The Basic expected Rollout is as follows.

- 1) Aerial OFC connectivity – Internet Bandwidth Pickup location (GP) to Village (FTTH)
- 2) FTTH enabled Infrastructure Provisioning at Gram Panchayat/Village
- 3) Extend the FTTH services to 100 Home passes to end User per Gram Panchayat/Village
- 4) Provide the shared facilities related to NOC/NMS to cater FTTH services
- 5) Provide the Internet Bandwidth at Gram Panchayat / Village Central Location
- 6) Creating and Managing the Monetization Ecosystem for limited period of time.

The Internet Service Provider and system integrator (**SI**) will Manage, execute and deliver the whole project for Providing 500 Connection (100 connections per gram panchayat/Village) end to end. The Internet Service Provider will perform the connectivity up to last mile network and extend the service to FTTH network connections (end user). The Project required turnkey services where in the SI shall broadly cover the following main scope of services.

- 1) Project Management
- 2) Field Survey
- 3) Planning and Network Design
- 4) Fiber laying and Equipment Installation
- 5) Field Deliverables
- 6) Acceptance Testing
- 7) Operations and Maintenance
- 8) Adhere Project Timeline
- 9) Monetization Ecosystem Management

The subsequent sections detail out the scope with respect to execution of this Project. The SI shall note, that the activities defined within scope of work mentioned are indicative and may not be exhaustive. SI is expected to perform independent analysis of all the additional works that may be required to be carried out to fulfil the requirements for infrastructure as mentioned in this document and factor the cost in its scope further.

## **1. PROJECT MANAGEMENT**

SI shall be responsible for project management for the implementation and maintenance of the Digital Village components for 500 FTTH connections. SI shall deploy a competent team of experts for project management. The Project Manager shall be the single point of contact that shall assume overall responsibility of the Project and ensure end-to-end working of the Project. He shall function as the primary channel of communication for all ITI requirements to the implementation team. In case of any absence of the project manager (sickness or vacation), the SI shall ensure that an alternate project manager (as approved by the ITI or its representative) shall be provided during the absence period. All key personnel associated with the project shall be available for meetings whenever asked by the ITI or its representative.

1.1. **Governance:** SI shall govern all the activities related to rollout including stakeholder management. All the tools required by SI for project management, configuration management, issue and risk management, escalation procedure and matrix document repository etc. shall be factored in the proposal Submitted by SI.

1.2. **Management:** All the Activities related to planning, implementation, monitoring and control during the project phase and generating necessary documents at regular intervals like risk register, log management, progress report, etc. would be in SI's scope.

1.3. **ROW:** SI is responsible for arranging the Right of Way and related permission from concerned authorities for laying overhead fiber for Middle Mile, Internet Band Width Pickup Location (IBW) to the Gram Panchayat / Village FTTV and Last Mile, FTTV Point in Gram Panchayat / Village to the End User Premise (FTTH). SI shall Co-ordinate with local authorities like Gram panchayat/Parishad, Electricity Board, Cantonment Board Irrigation, PWD or any other

Government or private institution to get the ROW, Permission to use Poles/Infrastructure to erect OFC, Space and Power for necessary infrastructure rollout. SI need to pay ROW charges for laying alignment and rentals/infra charges for accommodation/electricity for the common equipment etc. to be reimbursed by ITI Ltd, who would also extend all possible administrative support in SI's efforts with RoW granting authorities and other functionaries.

## **2. FIELD SURVEY**

SI shall conduct survey of the site area for additional requirement gathering. Based on the observations, assessment and validation of the present conditions, implementation approach, methodology, project challenges, mitigations and other project critical information will be concluded.

2.1 During the survey stage itself, SI shall mobilize its staff and fully acquaint them with the site conditions. It is SI's responsibility to periodically survey the site and be updated on the conditions during the course of the contract in case required.

2.2 SI to collect all the information regarding the route of Fiber, civil, mechanical and Electrical requirement while conducting the survey.

2.3 SI shall prepare a complete site survey report pre-approved by ITI and will submit, maintain and produce it whenever required. SI shall proceed for any build activity only after approval of ITI.

## **3. PLANNING AND NETWORK DESIGN**

Based on the field survey, SI shall prepare complete planning documentation and design of network in line with ITI's requirement.

To capture the planning details, SI shall provide and update all the necessary information/GIS data like, Route details, Equipment details and other information on GIS system.

The Planning and Design also consist of the Infrastructure required to run the FTTH services at distribution locations of Gram Panchayat / Villages, and central nodes, Internet bandwidth pickup point etc. SI will Design & Plan the Components required at distribution locations and central location (IBW Pickup point).

As envisaged, the FTTV connectivity needs to be provided in a best possible ring structure either from the common IBW, using different middle mile routes, or from two different IBWs (depending upon site feasibility and administrative convenience). The architecture at FTTV, central point in village, shall be double homing and self-healing, in case of any single limb going faulty.

SI may consider use of available GFGNL Bharat Net Ph2 network for extending the services.

#### **4. FIBER LAYING & EQUIPMENT INSTALLATION**

SI shall lay the Last Mile Structured Overhead OFC cable for arranging connectivity from Bandwidth drop location to village location planned in Scope of work. All the activities beyond and within Bandwidth drop point which may involve, Co-ordination, Configuration, Testing, Provisioning and extension of Bandwidth up to last mile destination will be in scope of SI.

All the material for Connectivity including OFC and other accessories will be supplied by SI. To manage the supply effectively, necessary requirement like store / warehouse and transportation, vehicle arrangements and ERP to maintain the inventory records, will be in SI's responsibility.

The Aerial Fiber Infrastructure and overhead alignments shall be erected, using telecom industry standard elements and practices, so as it to be safe, secure, sturdy and maintainable. SI to use the Standard laying practices such as "Installation practice of self-supporting aerial optical cable. Last mile connectivity to be laid in a best possible way to ensure ease of maintenance and reliability of the connection.

This also includes,

##### **4.1 OFC:**

- Verification and optimization of routes designed based on Field survey.
- Co-ordinate and obtain the ROW permissions.
- Procurement of fiber cable, accessories, Poles as a support structure for Aerial connectivity. Aerial fiber should be laid through the Poles.
- SI will ensure best utilization of existing Pole structure for laying the OFC based on the survey inputs.
- Installation, commissioning and testing of OFC and related equipment.
- Connectivity from Last Mile 2 Gram Panchayat and 3 Village.
- SI shall ensure ITI approval for any field activity and execution on network creation.

- Service provisioning for end customer through fiber and Internet bandwidth provided by SI through OLT / ONT. The services provisioning up to shared NOC is also in scope of SI.

#### **4.2 ACTIVE AND PASSIVE COMPONENTS**

- Design, Planning, Procurement and implementation of active and passive component at distribution locations and village locations including electrical provision. This covers Internet provisioning at central location to end user FTTH connectivity.
- Integration of Active electronics with NOC for central monitoring.
- Doing Configurations and management at equipment level for service provisioning.

#### **4.3 Internet Service Provisioning**

- Delivery of Internet bandwidth at central location identified.
- SI will facilitate the functioning of CAF and KYC support in database management as and when the new customer joins in during the services period.
- Manage and maintain the Billing system.
- Collect the revenue from FTTH users and maintain the records.
- Facilitate a Central infrastructure functioning as per the details given in subsequent section.

### **5. FIELD DELIVERABLES**

SI shall ensure that the fiber network from Central locations to respective gram panchayat / village will be made ready for FTTH network and need to be connected over Aerial Fiber in best optimized network topology. SI based on the field survey, shall submit the detailed BOQ. However, the following are the basic Indicative Infrastructure required envisaged. SI shall evaluate, add, delete, modify and prepare a final BOQ for end to end service delivery.

#### **5.1 Infrastructure requirement at Gram Panchayat / Village location**

- Rack
- Router (DCN) / L2/L3 Switch
- Power Supply Unit
- Fiber Distribution Frame
- Internal Cabling for data and electricity.
- Switch (DCN)
- UPS Unit (Back up)/Solar (CCU) with batteries.

- Splitter, Fiber Termination Box
- Distribution Power BOX
- CAT5/6 (Shield /Out Door Cable)
- Fiber for overhead network
- OLT/mini OLT

### 5.2 Consumer location

- ONT
- Fiber Termination Box,
- Fiber/CAT6 patch cords
- Fiber drop cable

### 5.3 Internet Service Provisioning location

- Necessary Routing Equipment
- Arranging bulk internet bandwidth

SI will ensure optimized overhead fiber route between Distribution location to gram panchayats /villages and within gram panchayats / villages for FTTH connectivity by means of field survey. Router, Switches & other equipment will be installed at distribution locations / village locations as per the network designed by SI.

To enable SI's work smoothly, ITI will support / facilitate in getting the necessary approval from Government / private Authorities for Space, Power and Infrastructure for all services related work.

SI shall setup gram panchayat / Village level central location for FTTH distribution as per the project deliverables, with obtaining necessary permission. The Services will be extended with 500 Nos (100 Nos per gram panchayat /village) of FTTH Connections as per the scope of work.

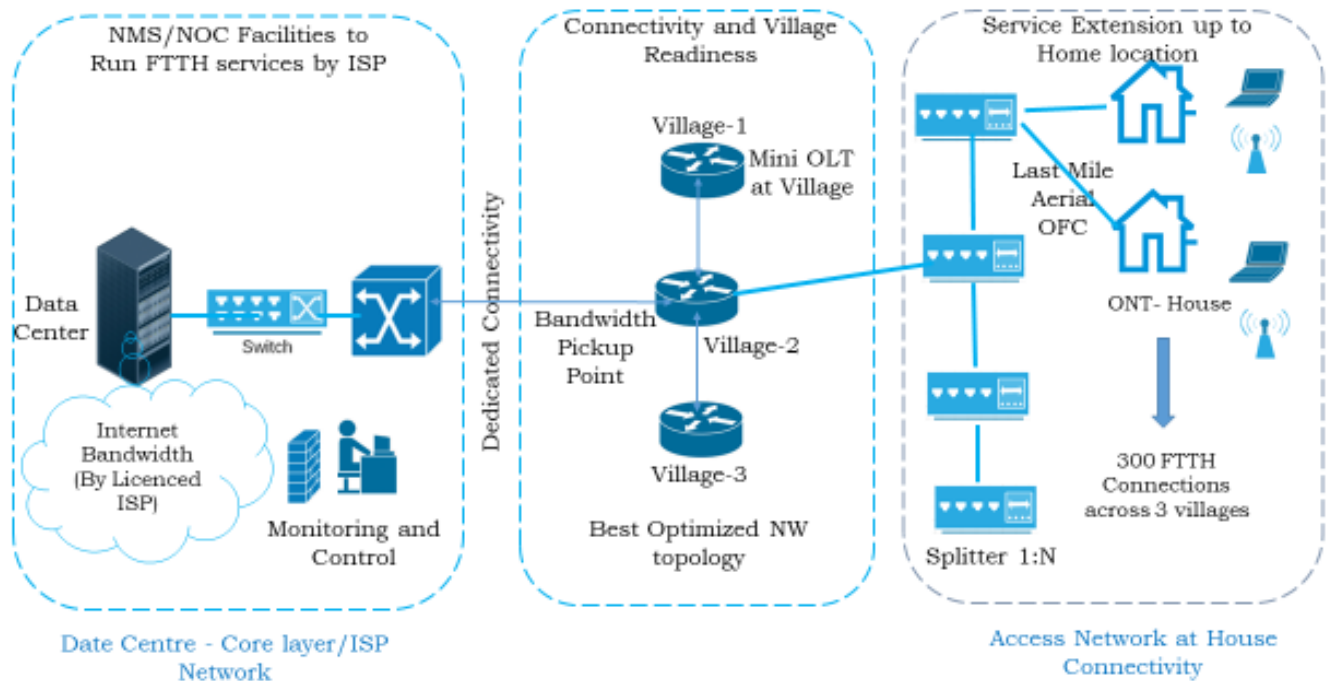
- SI shall provision the Internet Bandwidth as per the below table.

Sr. No	Termination Point	BW Requirement
1	Name and address of Central Location	To ensure 10 MBPS bandwidth per user in the network.

- IP pool requirement design should be done by SI. It should be approved by ITI before execution.

### One Gram Panchayat/Village Sample Connectivity High-level Design

## PROPOSED ARCHITECTURE



### 6. ACCEPTANCE TESTING

The SI shall perform gram panchayat / village level acceptance testing upon completion of each gram panchayat / village FTTH network and submit self-certification to ITI Limited.

The Testing of OFC cable will be done as per the OEM's operations manual to ensure the best network availability. The acceptance testing should include;

- Acceptance testing would include OTDR testing of fibre cable. OFC links is to be commissioned in permissible attenuation limits as per the Standards.
- Acceptable link attenuation/loss in dB per link (between 2 locations) to be calculated as per below.
  - For 1310 nm: 0.34 dB attenuation / Km + 0.1 dB / splice + 1 dB connector loss
  - For 1550 nm: 0.22 dB attenuation / Km + 0.1 dB / splice + 1 dB connector loss
- Self-Testing, Configuration and drop of bandwidth as per the Requirement will be in SI's Scope.
- SI shall conduct an Acceptance testing in presence of ITI's representative.

- SI shall prepare and produce documentation like but not limited to equipment inventory, test records, and Acceptance testing document.
- SI shall conduct the Acceptance testing of all the active and passive equipment as per the technical specification and testing requirement mentioned & recommended by OEM as per the Industry Standard.
- Acceptance testing is to be performed at network level to check the redundancy for both equipment and path failure cases wherever applicable as per the network design.
- The end to end testing which means complete installation, integration, commissioning, and testing of created network which shall include OTDR link test, Power ON and Self testing of Active and Passive equipment, Path failover, equipment failover to be performed and recorded.
- SI shall produce as build diagram with Optical power loss budget, and test reports for all the equipment installed to provide required FTTH services.
- SI shall arrange tools, tackles and resources to conduct the acceptance testing as and when required.
- SI shall maintain measurement and inspection data records for final user acceptance testing.

Project shall be considered completed on commissioning of 100 connections at each gram panchayat/ Village mentioned in the document along with Acceptance testing. The final acceptance testing shall cover the 100% rollout of the network specified in scope of work. This will be the network level acceptance testing, which includes the integration of all components at NMS level. 100% of the installed OFC links have to be tested and must pass the acceptance criteria.

SI shall keep record of necessary document including but not limited to, for ITI official's inspection.

- i) As build diagram
- ii) Fiber Layout (SLD)
- iii) Periodic maintenance Report
- iv) Inspection report
- v) User Acceptance testing reports
- vi) Root cause analysis reports
- vii) Inventory to upload on GIS
- viii) Equipment Operations manual
- ix) Internet bandwidth test results



## **7. OPERATIONS AND MAINTENANCE**

SI shall operate and maintain the network for 5 years from the go live (First active connections per gram panchayat / village). The network will be handed over to the SI on completion of contract period. SI shall maintain the Network rolled out from the date of integration and user acceptance testing of gram panchayat / village. The following activities will be a part of Operation phase.

### **Inventory**

- SI would be required to maintain the inventory of all the component installed in network.
- SI will Re-order, replace and replenish the spares to maintain the availability
- SI would check the spare availability on half yearly basis and submit the report to ITI

### **Service Provisioning**

- SI shall be responsible for services provisioning and user provisioning and extend the services to new Customers.
- SI shall be responsible for end-to-end provisioning including but not limited to IP assignment, FTTH provisioning for all the future customers.
- Would market, proliferate and encourage the internet services and its usage in the service areas of FTTH ready village(s)
- Would provision the FTTH services to all on demand, without any discrimination
- SI shall facilitate the functionalities for shared NOC/NMS required to run the FTTH operations. The shared central Infrastructure would mainly have following functionalities

- (1) Routing
- (2) Firewall
- (3) Authentication & Log Storage
- (4) Payment Gateway facilities
- (5) NMS
- (6) KYC CAF management
- (7) Lawful interception management as per TRAI

## Maintenance

- SI shall ensure all the necessary software upgrades, patches, and updates applied to run the network efficiently.
- The SI would be responsible for ensuring compliance of all network elements, applications and legal requirements.
- SI shall be responsible for field activity like Fiber Tapping, end to end testing of fiber in case of delivery to FTTH connection to customer.
- The SI shall provide fortnightly, monthly, quarterly, half-yearly and annual reports as per the ITI's Requirement.
- After commissioning, the maintenance of the network as per the Service Level Agreement (SLA) shall be carried out for a period of 5 years from the date of 1<sup>st</sup> FTTH connection Go-live.
- The SI shall carry out periodical maintenance of the network commissioned with such frequency that each gram panchayat / Village is covered once every month. The SI shall submit the report on quarterly basis during this phase.
- The proper user-friendly mechanism of fault reporting and follow-up shall be created for the FTTH users.
- SI should maintain uptime of FTTH connections >98%
- If any issue is reported by the end user with regards to the services, then the issue shall be reported to centralized help desk of NOC and if there is any issue in the network connectivity, or at end user level, the issue shall be rectified and restore the services as per the SLA.
- The SI will provide his FRT team (Fibre Restoration Teams) with splicer, helper, labours, splicing machine, OTDR, spares like joint closures, pigtailed, patch cords, Rack Mounted splitters etc. making it fully mobile so as to reach site of fault, within 4 Hrs of fault reporting (excepting night hours from 8 PM to 6 AM).
- The SI shall be required to provide comprehensive support to ITI during the Third Party Audit, Forth Party Audit and Security Audit etc. The SI shall be responsible in getting the required readiness built in the network during audit for security solutions.

## **8. TIME LINES FOR PROJECT COMPLETION**

All the 2 Gram panchayats and 3 Villages covering 500 (100 per gram panchayat / Village) connections of FTTH ready to service, should be connected as per the Scope of work within 3 months' time period from the date of Issue of WO. Penalty of Rs 100/- per FTTH connection per month on Capex value will be imposed for delayed connection beyond 3 months' period.

## **9. MONETIZATION ECOSYSTEM MANAGEMENT**

SI may acquire customers more than 500 Nos. which are under CSR funding of ITI Ltd, with his own cost and revenue as per the business requirement.

1. Creating Sales Channels using, Company owned partners or employees, local youth, small business groups, cooperatives and entrepreneurs.
2. Creating awareness by mean of training and education.
3. Tie-up with educational institutions, call centres, local self-help groups etc.
4. To use any other legally acceptable means to enhance the number of connections and usage of Internet.
5. The provisioning of FTTH including end to end infrastructure and equipment and Internet Service Provisioning Compliances (such as CAF/KYC/Undertakings etc.) shall strictly be the responsibility of SI.

## **10. Branding**

The Successful Bidder will ensure joint branding of ITI Ltd for this project. ITI Ltd Will Provide right to bidder to use ITI's Logo in the marketing and promotion material to create awareness for FTTH services for listed gram panchayat / villages.

Three hoardings per gram panchayat / village, a minimum size of 10' X 3' to be hosted depicting ITI Ltd. as Internet service facilitator to the gram panchayat / village. Also a small template (Size of 10" X 3") to be deployed on the wall of each end user. Actual wording to be decided by the Purchaser at later date.

### **List of Gram Panchayats / Villages**

The ISP shall be responsible for creation of end to end network at gram panchayat / villages as listed below by providing bandwidth, O&M of network and monetize it.

The selected village list as below.

Sr No	Village Name	District
1	<b>Khadosan</b>	Banaskantha
2	<b>Vavdi</b>	Banaskantha
3	<b>Limbhoi</b>	Aravalli

The selected Gram Panchayat list as below.

Sr No	Gram Panchayat Name	District
1	<b>Kuvala</b>	Banaskantha
2	<b>Akrund</b>	Aravalli

The Tentative BOQ is give in the table below

Sr. No	Line Items	Location
1	OLT ( 4 Port-) including required SFP s	Gram Panchayat / Village
2	Router / Switch	
3	SOLAR UPS/CCU/BATTERY	
4	L2/L3 Switch	
5	Splitter 1:4 / 1:8 / 1: 16	
6	FTB/FDB -12/24 F (Fiber distribution BOX)	
7	Fiber -12 F	
8	12 U Rack/Power cabling	
9	FIBER consumable /Closures/Sleeves/Joint Kits etc.	
10	Material for structured Arial cables -Galvanised POLES /Tightness /Cable joint holders /etc.	Common
11	Fibre Drop Cable – 2F ( G657 )	Customer /House hold
12	Regular ONT without POTS (Plane Old Telephony system) with Built-In-SFP	
13	Other accessories like fiber patch cords/CAT-6 patch cord etc.	
14	Fiber Termination box	

**Essential Eligibility Criteria for the Bidders:**

Sr. No	Description	Supporting documents required
1	SI with Class A ISP LICENSE should be a company registered in India / partnership firm having its office in India and incorporated under the Indian Companies Act, 1956/2013.	Certificate of Incorporation
2	SI should have minimum 3 years' experience of having valid ISP License as on 31 <sup>st</sup> Oct 21 from Department of Telecommunications. Bidder is required to enclose valid license (as mentioned) with the bid.	Copy of valid Class A ISP License
3	SI should have experience in setting up minimum 100 consumers broadband connection in single locality / society as on 31 <sup>st</sup> October 21.	Self-Declaration required
4	SI should have at least 10 K Active customers as on 30th Nov 21.	Self-Declaration required
5	SI must have average Annual turnover of minimum <b>1 Cr.</b> During last three financial years i.e. 2018-19, 2019-20 & 2020-21. If audited report of 20-21 is not available CA certified copy may be attached.	Audited reports required
6	SI should have fully functional 24x7x365 NOC or to manage in shared mode to provide support as on 31 <sup>st</sup> October 21.	Undertaking on Letterhead
7	SI should not have been blacklisted from any Central/State Govt. and PSU.	Undertaking on Letterhead
8	SI should have office or willing to open office in Gujarat to provide ISP services.	Undertaking on letterhead

**Schedule of Rates/BOQ (1): For Khadosan Village**

Sr. No.	Descriptions	Unit	Nos.	Unit Price	GST Amount	Total Amount
1	CAPEX for FTTH service delivery	Home pass Nos.	100			
2	OPEX for maintaining the FTTH network including ISP bandwidth charges per year	Home pass Nos.	100			
3	TOTAL					

**Schedule of Rates/BOQ (2): For Vavdi Village**

Sr. No.	Descriptions	Unit	Nos.	Unit Price	GST Amount	Total Amount
---------	--------------	------	------	------------	------------	--------------

1	CAPEX for FTTH service delivery	Home pass Nos.	100			
2	OPEX for maintaining the FTTH network including ISP bandwidth charges per year	Home pass Nos.	100			
3	TOTAL					

**Schedule of Rates/BOQ (3): For Limbhoi Village**

Sr. No.	Descriptions	Unit	Nos.	Unit Price	GST Amount	Total Amount
1	CAPEX for FTTH service delivery	Home pass Nos.	100			
2	OPEX for maintaining the FTTH network including ISP bandwidth charges per year	Home pass Nos.	100			
3	TOTAL					

**Schedule of Rates/BOQ (4): For Kuvala Gram Panchayat**

Sr. No.	Descriptions	Unit	Nos.	Unit Price	GST Amount	Total Amount
1	CAPEX for FTTH service delivery	Home pass Nos.	100			
2	OPEX for maintaining the FTTH network including ISP bandwidth charges per year	Home pass Nos.	100			
3	TOTAL					

**Schedule of Rates/BOQ (5): For Akrund Gram Panchayat**

Sr. No.	Descriptions	Unit	Nos.	Unit Price	GST Amount	Total Amount
1	CAPEX for FTTH service delivery	Home pass Nos.	100			
2	OPEX for maintaining the FTTH network including ISP bandwidth charges per year	Home pass Nos.	100			
3	TOTAL					

**Notes:**

- Preference of connection should be given to Government offices, Schools in the Gram Panchayat / village.
- All quoted prices of the products should be inclusive of all Govt. taxes/Levies except GST. GST shall be payable at actual.
- L1 Bidder would be decided on the basis of total amount mentioned for Capex and Opex of 2 Gram Panchayats and 3 Villages altogether.

**Project Payment Terms:**

- A. Capex & Opex for first 100 Connections per Gram Panchayat / village will be paid by ITI Limited at the rate approved on the basis of current bid.
- B. SI will be allowed to charge up to Rs. 200/- per connection for 1st 100 connections in the Gram Panchayat / village during the initial 3 months period.
- C. After 3 months, SI is free to charge customers restricted to the BSNL charges in the area & allowed to collect and retain the payment for the services offered from the customer.
- D. SI may quote opex viability gap funding (VGF) amount if any for the 1<sup>st</sup> year of operations, in the schedule of Rates / BOQ on previous page considering above aspect.
- E. 2<sup>nd</sup> year onward no opex payment will be made by ITI Limited toward the viability Gap funding. Second year will be considered after 1 year from the date of 1<sup>st</sup> connection go live.
- F. SI will have to maintain the network for 5 years from 1<sup>st</sup> connection go live.

**1. CAPEX Payment****Gram Panchayat / Village Wise**

- 50% of capex on completion of First Go Live connection in the Gram Panchayat / village.
- 20% of Capex on completion of 20 active FTTH connections
- 20% of Capex on completion of 40 active FTTH connections
- Balance 10% of Capex on completion of all 100 active FTTH connections

SI should submit NOC report for Live connection and data usage as proof of FTTH connection completed along with submission of invoices

**2. OPEX:**

ITI will Pay Opex within 30 days for all the active connections on a quarterly basis at end of the quarter on submission of the bills.

(For payment, proof of up time of FTTH connections and summary of data usage details will be required.)

**Penalty Clause for OPEX Payment:**

1. No payment deduction from FTTH Opex Value for uptime above 98%.
2. 5% payment Deduction from FTTH Opex Value for uptime 95% to 98%
3. 10% payment Deduction from FTTH Opex Value for uptime <95% to 80%
4. 20% payment Deduction from FTTH Opex Value for uptime < 80%



**Annexure-I**

**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.	Annual Turnover for financial years:	2017-18	
		2018-19	
		2019-20	

**Annexure-II**

**Compliance Statement**

Section Details	Compliance (YES/NO)	Documentary Reference, If any
<b>Technical BID</b>		
Scope of Work		
Detailed Scope of Work		
Other Technical Requirements		
Essential Eligibility Criteria for the Applicants		
General Commercial Conditions		
Special Conditions		
<b>FINANCIAL CONDITIONS &amp; PAYMENT TERMS</b>		
Financial Bid Assessment		
Instructions for submitting Proposal towards RFP		
Clause by clause compliance of ITI RFP and CUSTOMER Tender		

**Form of Bid-Securing Declaration**

Dated:

[RFPNo. **ITI/COR/** dated dd.mm.2021]

To  
The ITI LIMITED  
Corporate (PP) Unit  
Bengaluru 560016

We, the undersigned declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-securing Declaration. We accept that we are required to pay the bid security amount specified in the Term and Condition, failure to do so will automatically exclude us from being eligible for Bidding or submitting Bid in any contract with the employer for the period of two years if we are in breach of our obligation(s) under the term and condition prescribe for ticketing vide invitation letter no: .....

- a) Have withdrawn our Bid during the period of Bid validity specified by the Bidder in the Form of Bid; or
- b) Having not accepted the correction of errors in accordance with the instructions to Bidders ITB or
- c) Having been notified of the acceptance of our Bid by the Employer during the period of Bid validity.
  - i) Fail or refuse to furnish the performance security in accordance with the ITT, or
  - ii) Fail or refuse to execute the contract in accordance with the ITB.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of

- i) Our receipt of your notification to us of the name of the successful Bidder: or
- ii) Thirty (30) days after the expiration of our Bid.

Sign and Seal

Name of Authorized Official

Legal Stamp

**PRE-CONTRACT INTEGRITY PACT**

PURCHASE ENQUIRY/ORDER No.

THIS Integrity Pact is made on.....day of .....20.

**BETWEEN:**

ITI Limited having its Registered & Corporate Office at ITI Bhavan, Dooravaninagar, Bangalore – 560 016 and established under the Ministry of Communications, 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 also include its successors and assigns) ON THE ONE PART

**AND:**

..... represented by.....Chief Executive Officer (hereinafter called the 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, contract for ..... of ITI Limited (name of the Stores/equipment's/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**

- 1.1 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.
- 1.2 If the Principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Actor if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

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

- 2.1 The Bidder(s)/Contractor(s)commits himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the 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)/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**

- 3.1 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.
- 3.2 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 to 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.
- 3.3 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.

- 3.4 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.
- 3.5 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.
- 3.6 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.
- 3.7 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 sub-contractor(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 sub-contractors/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)/ CONTRACTOR(S)**

- 7.1 If the Principal receives any information of conduct of a Bidder(s)/Contractor(s) or sub-contractor/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 extent 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 a reasonable time 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-1101, 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 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**



- 11.1 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.
- 11.2 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).
- 11.3 If any claim is lodged/made during the validity of the Pact, the same shall be binding and continue to be valid despite the lapse of the Pact unless it is discharged/determined by the Chairman and Managing Director of the Principal.

## **SECTION 12 – OTHER PROVISIONS**

- 12.1 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate Office of the Principal at Bengaluru.
- 12.2 Changes and supplements as well as termination notices need to be made in writing by both the parties. Side agreements have not been made.
- 12.3 If the Bidder(s)/Contractor(s) or a partnership, the pact must be signed by all consortium members and partners.
- 12.4 Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 12.3 Any disputes/ difference arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.
- 12.4 The action stipulates in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Pact at the place and 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).....

**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, fulfill, 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 contactors 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 dated .....and letter no ..... dated .....the 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:

Witnesses:

1. ....
2. ....

1. ....
2. ....

Place:

Date:

DECLARATION OF TENDERERS

FROM.....  
.....

TO  
.....  
.....

1. I/We..... have read the conditions of the tender and tender documents attached here to and agree to abide by such conditions. I/We offered to do ----- at the rates quoted in the attached schedule to complete the works on or before the dates mentioned in time schedule for completion of works.
2. I/We further agree to sign an agreement, bind to abide by the general conditions of contract and to carry out all works according to the specifications laid down in the tender papers. I/We hereby pay the earnest money of .....by demand draft/banker’s cheque. I/We bind myself/ ourselves to deposit the security deposit as prescribed within 15 days after receiving the notice that the contract has been awarded to me / us failing which I/We have no objection to the forfeiture of the earnest money in full; otherwise, the said earnest money shall be retained by the said company towards security deposit as specified in the conditions. I/We further bind myself /ourselves to execute the contract document and to commence the work with 15 days after issue of work order in writing as aforesaid failing I/We agree to the company forfeiting the earnest money and security deposit deposited with them. The accepting authority shall also be at liberty to cancel the acceptance of tender if I/We fail to deposit the security amount as specified or to execute an agreement or to start work as stipulated in the tender documents.
3. I/We hereby enclose declaration of my/our experience of execution of works of similar nature and magnitude carried out by me/us in the prescribed proforma, and also the income tax and sales tax clearance certificates.
4. The offer shall remain open for acceptance by the Accepting Authority for a **period 3 months** from the date of opening of the tender.

Date:

Signature of tenderer  
with seal of the firm

witness.....  
(Name in block letters)

Power of attorney in case the tender is signed by the authorized nominee must be enclosed.

Address:

Occupation:

**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:

**1 REF NO.****2 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, Dooravani Nagar, Bangalore-560016, 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 to 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:

For \_\_\_\_\_ (indicate the name of Bank)

PLACE: