

Notice Inviting EOI for selection of System Integrator for addressing Tender for Development (Creation, Upgradation and Operations & Maintenance) of Middle mile network of BharatNet on Design Build Operate and Maintain (DBOM) Model and Operations & Maintenance of the APBIL Phase – I Network

Ref: CORP/MKTG/APBIL/BH/2026/07

Date: 15/07/2026



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

Website: www.ityltd.in

1. Introduction

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

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

ITI Limited intends to participate in the RFP for the “Development (Creation, Upgradation and Operations & Maintenance) of Middle mile network of BharatNet on Design Build Operate and Maintain (DBOM) Model and Operations & Maintenance of the APBIL Phase – I Network as the lead bidder of the consortium, based on the eligibility criteria defined in the customer RFP. This EOI is floated for selection of partner(s) (system integrators), who can work as consortium partner(s) and solution provider for participating in the subject RFP, with ITI Limited .

2. Important Dates

Date of EOI Upload	Date: 15-07-2026
Due Date for EOI Submission	Date: 22-07-2026 10.00 AM The EOI due date will be extended based on customer tender extension and bids will be processed accordingly or else ITI Limited is having the right to cancel the EOI without assigning any reason.
Due Date of Bid Opening	Date: 22-07-2026 10.30 AM
ITI LTD Contact Person	Contact details : 1. AGM- MSP KTK & CM, Corporate Marketing, Corporate Office, ITI Limited, Dooravaninagar, Bengaluru– 560016 email: mmurali_crp@itiltld.co.in Mob: 94825 01476 2. GM- Corp Mktg, F-100, Corporate Marketing, ITI Limited, Dooravaninagar, Bengaluru– 560016 email: bindums_crp@itiltld.co.in

	Mob: 8078535507
Mode of submission	The Bid shall be uploaded in e-procurement site of ITI Limited (https://itilimited.ewizard.in/). For submission of online bid and procedure to be followed, visit https://itilimited.ewizard.in/

3. Scope of Work

3.1 Bhartnet Brief

BharatNet is a project funded by Digital Bharat Nidhi (DBN), Department of Telecommunications (DoT), with an aim to provide high speed broadband connectivity to all inhabited Gram Panchayats (GPs), villages across India. The network infrastructure under this project shall be a national asset and accessible on a non-discriminatory basis to all eligible service providers to enable them to provide services in rural areas.

3.2 The scope of work APBIL tender is as follows:

- Construction of IP-MPLS technology with ring topology across the unconnected Gram Panchayats (GP) and Block/Mandal locations across the state of Andhra Pradesh.
- Upgradation of existing infrastructure from linear to IP-MPLS technology with ring topology across the Gram Panchayat (GP) and Block/Mandal locations which were connected in the BharatNet Phase-I network.
- Operation and Maintenance of existing and the newly deployed BharatNet network infrastructure along with APBIL Network infrastructure for a period of 10 years.
- Upgrade and integrate the existing Data Center & Disaster Recovery Network Operations Center of BharatNet network including the infrastructure created for connecting all the government institutions/organisations etc., with the APBIL Phase-I Network Operation Center along with the infrastructure created to establish a unified, centrally managed operational framework.

3.3 ITI's would reserve the right to supply all the passive & active equipment as per APBIL Schedule of Requirement of tender at customer final PO value on mutual discussion.

3.4 ITI is manufacturing products related to this tender/project and will have a first right of refusal to supply for this project.

3.5 The partner, shall, agree for ITI's right to supply its own manufactured passive material and active equipment if ITI desires.

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

3.7 All the terms and conditions of the above Customer tender and its amendments/ corrigendum's will be applicable on back to back basis to the selected System Integrator along with their OEMs w.r.t their scope of work

The detailed scope of work can be downloaded from customer tender document, corrigenda, clarification and addenda from the website <https://tender.apeprocurement.gov.in/> vide ref: Tender Enquiry No.: APBIL/ABP/2026/001, dated: 14/05/2026

4. Eligibility Criteria

4(i)	Eligibility Criteria of Applicants	Supporting Documents Required
A.	The sole Bidder/each member of consortium should be registered under Indian Companies Act, 1956/ 2013 or Limited Liability Partnership Act, 2008 or as amended; with at least 3 years of operations in India as on bid submission date. - Consortium of only 2 members including lead bidder is allowed. In case of consortium, Joint Bidding Agreement on Rs.100 Stamp paper to be signed by all members of the Consortium for the subject business opportunity (specifying subject EOI, EOI name & Ref, Consortium member roles & responsibilities of each of the Consortium members). For customer tender, ITI Limited will be the Lead bidder of consortium. - Bidder is allowed to participate in the subject EOI as sole bidder or as consortium of two members including lead bidder.	Following documents in respect of sole Bidder/each member of the consortium shall be submitted: (a) Copy of Certification of Incorporation (b) Memorandum of Association (MoA) and Articles of Association (AoA) (c) Copy of PAN card (d) Copy of GST Registration (e) Company Profile (f) Joint Bidding agreement signed before the bid submission due date as per Annexure X
B.	<u>Turnover</u> The average annual turnover of the bidder (sole bidder/each member of the consortium) for the last three Financial Years (2021-22, 2022-23 & 2023-24 or 2022-23, 2023-24 & 2024 25) should be at least INR 100 Crores	Audited financial statements for the last three Financial Years (2021-22, 2022-23 & 2023-24 or 2022-23, 2023-24 & 2024 25) duly certified by Statutory Auditor (with UDIN)

4(i)	Eligibility Criteria of Applicants	Supporting Documents Required
	Note: * Bidder's Parent/group company turnover will not be considered in turnover criteria	
C	<u>Networth</u> The Sole bidder/Consortium should have Net Worth of Rs 42 Crs as on 31st March 2025 or 31st March 2024. Also, each member of the consortium should have Positive Net Worth as on 31st March 2025 or 31st March 2024.	Audited financial statements for the last three Financial Years (2021-22, 2022-23 & 2023-24 or 2022-23, 2023-24 & 2024-25) duly certified by Statutory Auditor (with UDIN) Certificate from the Statutory Auditor on net worth details for the financial year preceding the Bid Date (i.e. 2024-25). Certificate(s) from statutory auditors of the Bidder or its Associates specifying the Net Worth of the Bidder, as at the close of the preceding financial year, annual turnover of the Bidder for last 3 years as at the close of preceding financial year and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of this Clause. For the purposes of this RFP, net worth (the "Net Worth") shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.
D.	Experience: (i) The bidder should have Available Technical Capacity of having executed EPC OFC Network Construction project consisting of 24 or more core OFC in the last 5 years within India, for at least- 1410 Kms (a minimum 60% of the	Supporting documents to be provided for clause 4(i) D(i) (i) Experience/ Work Completion Certificate in case of EPC project and Satisfactory O&M completion certificate in case of O&M works issued & signed by the PO issuing authority or an authority authorized by the PO

4(i)	Eligibility Criteria of Applicants	Supporting Documents Required
	requirement should be met through OFC construction of 24 or more core Underground cables). The EPC OFC Construction project execution shall consist of both Supply of all material and Construction of OFC Network. AND (ii) The bidder should have satisfactorily completed in the last 5 years within India, the O&M of any OFC network of 24 or more Core Under Ground OFC/ ADSS OFC for the number of 'Year Kms' (for the network for which O&M has been done for at least one year) at least equal to 22,500 Kms (a minimum 15% of the O&M requirement should be met through O&M of 24 or more core Underground cables) AND (iii) Active Node experience a. The bidder should have available capacity of having executed Installation, Commissioning of Telecom Equipment, satisfactorily in the last 5 years within India, of at least- 600 active nodes. The active nodes to be considered for this criterion can be Routers, Layer-3 Switches, BNGs, PTNs/ CPANs, DWDM, OLT,ONT, enode-B, BTS and OTN. OR b. The bidder should have available capacity of having maintained Telecom	issuing authority of the client entity or by Project Implementation Authority along with the Work order/ Purchase Order with the name of contact person, postal address. (ii) Client contact details i.e., name of contact persons, postal address, official email, tel. (iii) Work Experience Details as per Annexure IV and Annexure IV A Year Kms'="X1+X2+X3+X4+X5" (Where: X1 = Length (in Kms) of OFC maintained in the first year, X2 = Length (in Kms) of OFC maintained in the second year, X3 = Length (in Kms) of OFC maintained in the third year, X4 = Length (in Kms) of OFC maintained in the fourth year, X5 = Length (in Kms) of OFC maintained in the fifth year) Year Node numbers'="X1+X2+X3+X4+X5" (Where: X1 = active nodes (in no's) maintained in the first year, X2 = active nodes (in no's) maintained in the second year,

4(i)	Eligibility Criteria of Applicants	Supporting Documents Required
	Equipment satisfactorily in the last 5 years within India of at least 1,500 active nodes for the number of 'Year Node numbers' (for the network for which O&M has been done for at least 1 year). The active nodes to be considered for this criterion can be Routers, Layer-3 Switches, BNGs, PTNs/ CPANs, DWDM, OLTs of 16 or more ports, enode-B, BTS and OTN. Note-1: The Sole bidder or members of the Consortium should meet the Technical Capability requirements either on their own or jointly for the works awarded directly by the TSPs, Category-A ISPs, Central Government, State Government, Municipal Corporations for Smart City Projects, BharatNet SPVs, Government Institutions, PSUs for their own network. However, it is clarified that the work experience issued by TSPs to the executing agencies for the DBN/DOT awarded projects shall be accepted. Note-2: Regarding the experience certificate issued to IP-1 Service Provider, the concerned TSP or ISP (Category-A only), has to certify that the TSP/ ISP (Category-A only) has taken fibres on lease from the said IP-1 out of the network constructed using 24 or more fibre Under Ground OFC or ADSS/ Aerial OFC, as the case may be, which should be constructed and owned by the concerned IP-1 Service Provider for at least one completed year. TSP/	X3 = active nodes (in no's) maintained in the third year, X4 = active nodes (in no's) maintained in the fourth year, X5 = active nodes (in no's) maintained in the fifth year)

4(i)	Eligibility Criteria of Applicants	Supporting Documents Required
	ISP (Category-A only) shall also certify the Route KM of OFC with route wise details for which leasing has been done. Note-3: However, for installation and commissioning of active nodes, the experience certificate issued by the OEMs for the works awarded by the TSPs to the OEMs shall also be considered. Note-4: The technical experience of ongoing projects/ partly completed projects shall also be considered if routes/ links are successfully completed end-to-end in such partly completed project. Note-5: If any project has been executed in the consortium, the lead bidder and the consortium partners can use the same project experience for qualification individually, if not participating as the partner of same consortium. If they are participating as the consortium partners, then the experience shall be considered only once. Note-6: The above experience conditions can be met either through single project or multiple projects executed during last 5 years as on date of submission of bid.	
F	Bidder shall submit a list of Key technical personnel with the required domain experience.	Key technical Manpower details to be provided
G	The Bidder or any of the Consortium members should not be blacklisted/ debarred with State Government or Ministry of Communication or APBIL	The Bidder shall submit: An undertaking signed by CEO/Country Head/ Authorized Signatory of the company as per Annexure-I Appendix IV.

4(i)	Eligibility Criteria of Applicants	Supporting Documents Required
	or debarring order issued by Department of Expenditure (DOE), Ministry of Finance (MOF) covering all central Ministries/ Departments as per provision of OM No.F.1/20/2018-PPD by Department of Expenditure (DoE), MoF dated on 2nd Nov 2021 as on Bid submission date.	
H	The bidder/consortium or its OEM from a country which shares land border with India will be eligible to bid if the bidder is registered with the competent authority as specified in (O.M. No. 7/10/2021-PPD (1) Dated 23.02.2023 from Department of Expenditure, Ministry of Finance.	The bidder/ OEM shall submit an undertaking in this regard as per format provided under Annexure-I Appendix III
I	Bidder to bring eligible OEM who meets the eligibility requirements as per customer tender & eligibility proofs towards the same need to be submitted along with the EOI bid proposal	Supporting documents including OEM customer credentials for the OEMs whose deployment experience is asked in the EOI, to be submitted along with bid. OEM MAFs may be arranged at the time of customer tender submission and undertaking regarding the same need to be submitted along with the bid Manufacturer Authorization Form (MAF) from OEM/Vendors for each product as per Annexure X
J	The bidder must source notified items mandatorily from Class-I local suppliers. The overall local content of bid shall be calculated as per Clause 2(e) of the DPIIT PPP-MII order, which states: "For contracts involving the supply of multiple items, the weighted average of all items shall be taken while calculating the local content."	1. Documents to be submitted at the time of ITI EOI bid submission • Undertaking to submit the Form 1 & Auditors certificate as per customer tender requirement, at the time of customer bid submission, need to be submitted along with the EOI bid proposal • Undertaking that the bidder will source notified items mandatorily from Class-I local suppliers

4(i)	Eligibility Criteria of Applicants	Supporting Documents Required
		2. At the time of customer tender: • The bidder shall submit Form 1(as per Annexure-VIII) for overall local content of the total bid package, along with declaration specifying the local content of individual SOR items, failing which the bid is liable to be rejected. • The declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the bidder is a company and by a practicing cost accountant or a chartered accountant for bidders other than companies.
K	If a bidder/ consortium has been declared as non performer in any DBN project(s) such as BharatNet Project and 4G saturation project, on the bid submission date, such bidder shall stand not eligible to submit the bid for this tender.	A Self-declaration for not being declared as non-performer in any DBN project(s), as per the clause.
L	An ISP/ TSP license holder for Andhra Pradesh LSA shall be ineligible to participate((as sole bidder/consortium).	The bidder and consortium partners (if any) shall submit an undertaking in the form of an affidavit, as per ANNEXURE - VIII
M	A Bidder/any consortium partner shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified.	Undertaking in this regard to be submitted.
N	The sole bidder or all the members of the consortium as the case may be, shall submit an irrevocable undertaking duly signed by it stating that the bidder shall be liable for due performance of the contract, failing which it shall be liable to be barred from having any business	Undertaking in this regard to be submitted.

4(i) Eligibility Criteria of Applicants		Supporting Documents Required
	dealing with APBIL for a period of three years.	
O	Approach Methodology Bidder should submit write up on Project Implementation Plan and capability (technical and financial) on how the project will be executed by the bidder.	Write-up on Project Implementation Plan and capability (technical and financial) on how the customer tender requirement implementation and will be executed by the bidder
P	A self-certificate with proper contact detail of customers (Details of End User - Firm Name, Contact person, Designation, Telephone Number, Fax, Official mail id etc.) for the experience proof submitted along with PO reference and value of the project. The same should be issued by authorized signatory of bidder. ITI LTD reserves the right to verify the correctness of the client certificates (PO Copies/Work orders) and any other information submitted by the bidder in his offer. In case of any wrong information submitted by bidder, the bid will be rejected and subsequently the bidder will be blacklisted from doing any business with ITI Limited. The experience details to be filled as per Annexure – IV & IV A	Self-certificate with proper contact detail of customers to be provided

4(ii) Checklist of documents/information to be submitted by bidder	
a.	Supporting documents to be provided as per clause 4(i)
b.	Quality Certificate – ISO 9001:2015 / ISO 27001:2013 /ISO 20000 for Information Security Management System
c.	CIN (Corporate Identity Number), if applicable
d.	Authorization letter in the company letterhead authorizing the person signing the bid for this EOI and Power of Attorney (POA) on Rs.100/- stamp paper along with board of resolution
e.	Undertakings for all the annexures as per Annexure I (Sole Bidder/Each member of the consortium to give all undertakings individually in their company letter head)
f.	Undertaking for acceptance of terms and conditions as per Annexure I -Appendix I
f.1	Annexure-I Appendix II Not blacklisted undertaking

f.2	Annexure-I Appendix III Undertaking regarding No Land border
f.3	Bidders Details as per Annexure II
f.4	List of Directors / CEO / COO including their name (s) and address(s) Director Identification Number [DIN] of all the Directors. Corporate Identity Number [CIN].
g.	Annexure III as per format for the Clause by clause compliance to all Terms & Conditions of all the Sections of this EOI (including its corrigendum/amendments), duly Signed and Stamped on the Letter Head of their Organization.
h.	Annexure-IV and Annexure IVA Work Experience Details
i	Pre-Contract Integrity Pact as per Annexure-V
j.	Declaration of Relation in ITI As Per Annexure VI
k	Affidavit for TSP / ISP Compliance as per Annexure VII
l	Annexure VIII Self-declaration regarding Local Content (LC) for Telecom Product Form I
m	Annexure IX Undertaking Regarding Previous Association with ITI Limited
n	Annexure IX Joint Bidding Agreement
o	In case the participating partner has executed any work/project with/for ITI in last 5 years, a satisfactory certificate signed by at least DGM level/or above officer from ITI to be submitted for such project as a mandatory eligibility criterion for selection in the EOI
p	In case the end customer requires an AMC followed by the project execution, AMC charges will be quoted by partner as optional item and ITI reserves the right to either award AMC to a partner or float a separate RFP at end of project completion, which will be abide by partner/bidder. Undertaking for compliance of the same to be submitted along with the bid
q	All the equipment installed while execution of the project should be TEC approved or have a valid TSEC clearance/certificate of such equipment to be taken before deployment in the customer premises. Undertaking for the same to be submitted along with the bid

4(iii). General Terms & Conditions

General	Please provide compliance for the following clauses
1	ITI LTD reserves the right to quote & supply ITI LTD manufactured products (in full or partial quantity) if BOM of Tender/Project contains ITI LTD manufactured products.
2	ITI LTD may undertake services likes installation and commissioning activities, Annual Maintenance Contract (AMC) etc, if required on mutual discussion.
3	The Bidder agrees that he/she has read the APBIL Tender document issued by APBIL for Development (Creation, Upgradation and Operations & Maintenance) of Middle mile network of BharatNet on Design Build Operate and Maintain (DBOM) Model and Operations & Maintenance of the APBIL Phase – I Network” fully and abide by all the requirements with respect technical specifications, deliveries, quality, scope of work, payment terms time line etc., including the scope of work during warranty and maintenance phases.
4	All activities like Proof of concept/demo on “No Cost No Commitment” (NCNC) basis wherever applicable will be the responsibility of bidders

5	Bidder should be willing to impart required training to ITI LTD engineers for undertaking services & execution of project
6	Bidder will be responsible for any shortcoming in the BOM and the same should be rectified free of cost
7	Bidder should be willing to sign an exclusive agreement with ITI LTD for smooth execution of this project
8	Bidder must arrange to submit the MAF in the name of ITI LTD and must work on exclusive basis with ITI LTD
9	All commercial terms (proportionate to the scope of work) will be as per the customer Tender/PO.
10	Tender Fee and Earnest Money Deposit (EMD) : The Bidder (sole bidder/lead bidder of consortium) shall furnish EMD of Rs. 10 Cr, Transaction fee of Rs. 29,500 and Tender fee of 29,500 as per Customer tender requirement, at the time of customer tender submission. Undertaking regarding the same need to be submitted along with the EOI bid proposal
11	PBG: : The selected bidder has to provide PBG of 10% of the total order value or as per customer RFP, whichever is higher while placing the contract after winning the customer tender will be borne by the selected bidder
12	Delivery Schedule: • Delivery Schedule as per the end customer Tender/ PO on back to back basis (proportionate to the scope of work) • Period of execution shall be in line with the end customer • The project I&C will be considered as completed after obtaining NOC/Commissioning Certificate from the end customer. Further Warranty/AMC shall be supported as per end customer.
13	LD Clause: LD (proportionate to the scope of work) shall be as per ITI LTD Clauses (<i>@ 0.5% of order value per week or part thereof subject to a maximum of 10% of the undelivered portion/ the order value (if the item(s) cannot be used unless full supply is made) or to cancel the order and purchase the materials from alternative source at the risk and cost of the bidder</i>) OR as per the end customer PO/tender clause whichever is higher
14	Payment Terms: a. Payment terms will be as per end customer tender/PO and will be done through an Escrow account on back-to-back basis preferably. b. Payment to the partner shall be done after deduction of all i. LD/recoveries imposed by end customer (if any) (proportionate to the scope of work), and ii. ITI LTD's margin & statutory dues

	If the partner is in disagreement with the deductions, the partner will have to write to ITI LTD with all the explanation & supporting documents
--	--

5. Special Conditions of EOI:

- a The detailed Bill of Material(BoM) of Turn Key Project is as per the customer RFP (refer pg No. 353)
- b The SI will be required to quote during the bidding process 4 MAF partners for each item with ITI as one of the MAF partner if ITI products meets the technical specification of the customer tender.
- c Partner selection and evaluation will be based on bidders technical capability and financial strength to be decided solely by ITI based on the bid submitted and technical presentation if required by ITI.
- d ITI is eligible for the additional payment towards the respective scope of work being undertaken by ITI during the course of project execution
- e Responsibility matrix regarding commercial and work execution will be decided at the time of bid submission to APBIL
- f The Bidder shall provide a valid OEM Manufacturer's Authorization Form (MAF) for the existing infrastructure to support the Operations & Maintenance (O&M) phase, including spares.
- g In case of unavailability of MAF at the time of EOI response, bidder should submit an undertaking stating that the same shall be submitted before opening of financial bid.
- h No advance will be paid to the back-to-back partner, even though ITI is eligible to get advance from the customer being a lead bidder. Note: Any deviation to this will be as per Govt of india guidelines
- i Any Liquidated Damage (LD) imposed by APBIL for delayed deliveries or services as per the terms and conditions of APBIL's tender, will be to the partner in proportion of their responsibility and cause of LD. An appropriate mechanism and frame work shall however be decided before taking up the roll out so as to decide the clear line of responsibility in cases of overlapping responsibilities.
- j Bidder should not undertake or partner with any other organization directly or indirectly or not to submit any bid against the EoI/RFP/Tender published by other organizations for addressing the same business opportunity of the end customer for which this EoI/RFP/Tender has been published. Bidder should undertake that they will not submit any bid directly to the end customer's tender enquiry if we are being finalized of ITI against this EoI/RFP/Tender.

6. Financial Bid:

Name of Bidder:

Sl. No	Description	Price/Margin
A	Submit Lumpsum details for supply and service items as per Schedule of Requirements (SoR) and Scope of Work (SoW) in INR (without Taxes) (SECTION-VII Price Bid Format of the APBIL tender document)	
B	Margin to ITI Ltd	
C	Absolute value of Project Consultancy Charges = A*B	0
D	Overall Quoted price = A-C	0.00

During evaluation bidders with least “D” will be selected

Note: SoR & SoW as per Tender document

- a. During evaluation bidders with least “D” will be considered as L1
- b. The bid having higher value of “B” will be selected in case of tied D
- c. If the bidder is selected, during the final tender submission, the price to be quoted shall not be more than price “A” and the Project Consultancy Charges offered to ITI shall not be less than “B” and there is provision of ITI project Consultancy charges to be included in the price bid at the time of customer tender submission
- d. The lowest quoted bidder (least “D”) considering the above cost calculation will be selected for addressing the customer tender.
- e. The price quoted at ‘A’ is an indicative price (transfer price of the bidder to ITI), however, during customer tender submission, the final price to be quoted will be mutually discussed for any further reduction wherever possible between ITI & Selected partner so as to arrive as a winning bid for this tender”.

7. Evaluation:

- a. The process of evaluation will be as below:

- 7.a.1. Bidder will be selected based on the technical and financial eligibility requirement
- 7.a.2. All the bids will be scrutinized for pre-qualification eligibility for technical and financial capabilities, undertakings and compliance to EOI terms and conditions. The

PO copies/experience certificates submitted by the bidders will be cross verified with the issuing authorities/clients.

7.a.3. The technical capability of the partner will be assessed as part of Qualification criteria evaluation and Financial bid will be opened only for the technically qualified bidders.

7.a.4. Bidder will be selected based on the financial bid format

8. Note:

- a. The Bidding (For Technical & Financial Part of the Bid) would be subjected to an Online / e-Tendering process. The prospective Bidders are requested to go through <https://itilimited.ewizard.in/> to understand the entire e-Tendering Process and follow the Registration and Bidding Process on <https://itilimited.ewizard.in/> as defined in the document. In case of any clarifications on e-tender portal, bidders may contact the portal helpdesk of <https://itilimited.ewizard.in/>.
- b. The Technical Bid shall be uploaded in e-procurement site of ITI Limited (<https://itilimited.ewizard.in/>). For submission of online bid and procedure to be followed, visit <https://itilimited.ewizard.in/>.
- c. ITI's Tender document can be downloaded from ITI web site www.itilttd.in or CPP portal <https://eprocure.gov.in/cppp/> . For uploading the bid proposal, all bidders have to register in our eProcurement portal (<https://itilimited.ewizard.in/>) .When submitting the bid please state the tender ID.
- d. Any clarifications regarding the tender can be obtained from DGM- MSP KTK & CM, Corporate Marketing, Corporate Office, ITI Limited, Dooravaninagar, Bengaluru– 560016 email: mmurali_crp@itilttd.co.in, Mob: 94825 01476
- e. Technical bids will be opened as per the due date of the eoi. The EOI due date will be extended based on customer tender extension and bids will be processed accordingly. Or else ITI Limited is having the right to cancel the EOI without assigning any reason.
- f. All the bids will be scrutinized as per eligibility conditions and compliance to the EOI terms & conditions.
- g. Financial Bid opening will be done after the evaluation of Technical bid (Only for technically qualified bidders).
- h. Bid offered should be valid for a period of 180 Days from the date of opening of EOI response.
- i. Margin offered should be firm throughout the contract irrespective of reason, what so ever, including the exchange rate fluctuation

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

9. Other Terms and conditions:

I. Confidentiality

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

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

II. Transparency

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

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

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

IV. Arbitration:

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

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

- The arbitration location will be at Bengaluru

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

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

VII. Intellectual Property Rights:

- All deliverable, outputs, plans, drawings, specifications, designs, reports and other documents and software submitted by the bidder under this customer PO shall become and remain the property of the customer and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without: the customer's prior written consent.
- The bidder shall, not later than upon termination or expiration of this customer PO, deliver all such documents and software to the customer, together with a detailed inventory thereof.
- The bidder may retain a copy of such documents and software but shall not use it for any commercial purpose.

VIII. **Language of offers:** The offers prepared by the Company and all the correspondences and documents relating to the offers exchanged by the companies shall be written in English language.

IX. PROGRESS REPORT:

Selected partner shall, compile, prepare and submit on time, periodical progress reports (monthly or as required by ITI LTD) on the progress of Business orders, delivery and implementation of services on related projects where ITI LTD products & services are to be utilized.

X. TERMINATION FOR DEFAULT:

Any of the following events shall constitute an event of default by the bidder entitling the Competent Authority to terminate the contract.

- If the bidder fails to perform any obligation(s) under the Contract
- If bidder, does not remedy his failure within a period of 30 days (or such longer period as the ITI LTD may authorize in writing) after receipt of the default notice from the ITI LTD
- If selected bidder fails to fulfill its part of the work to the satisfaction of ITI LTD, then ITI LTD shall have the right to terminate the contract.

The contract shall not be terminated for failure to discharge responsibilities due to force majeure situations or failure by ITI LTD to meet conditions precedent.

XI. FORCE MAJEURE:

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by the either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this and contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the ITI LTD as to whether the deliveries have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at its option terminate the contract.

XII. TERMINATION FOR INSOLVENCY:

ITI LTD may at any time terminate the contract by giving written notice to the bidder, without compensation if the bidder becomes unwilling, bankrupt or otherwise insolvent

XIII. ITI's Right to accept any bid and to reject any or All Bids or to cancel the EOI: ITI LTD reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of ITI's action.

XIV. Amendment of EOI: At any time prior to the last date for receipt of offers, ITI LTD, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI document by an amendment. In order to provide prospective bidder reasonable time in which to take the amendment into account in preparing their offers, ITI LTD may, at their discretion, extend the last date for the receipt of offers and/or make other changes in the requirements set out in the Invitation for EOI.

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

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

Undertakings (To be in Bidder's Letter Head)

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

1. to work exclusively with ITI complying to the EOI and Customer Tender terms and conditions including corrigenda, amendments, prebid clarifications, agreements etc. Also, we agree to implement the project (scope of work as per Customer Tender terms and conditions including investment) covering Warranty & post-warranty services, maintenance etc, in the event of ITI LTD winning the contract, on back-to- back basis.
2. Submit Earnest Money Deposit (EMD), and Transaction fee/tender fee as per tender required, while submitting the customer tender. PBG as per customer tender to be borne by the selected bidder at the time of placement of order as per customer tender and its amendments/corrigendum/ clarification. In cases where ITI LTD is exempted from providing EMD & PBG or allowed to submit Corporate Guarantee in place of Bank Guarantee to customer, bidder shall provide EMD (while submitting the bid to the customer) & PBG as per customer terms to ITI LTD.
3. To support ITI LTD for preparation of the EOI/tender, post bid clarifications, technical presentations and any other requirements as per end customer requirement.
4. To submit OEM MAF in the name of lead bidder and other OEM related certificates as per customer RFP formats and all other technical documents/certificates/data sheets/solution as per customer tender requirement
5. that we will be equipped with the required manpower with qualifications, certifications and experience as mentioned in the customer tender.
6. We will bring OEMs for different equipment who meets the OEM eligibility criteria as per customer RFP/tender requirement.
7. to comply with all the end customer EOI/tender requirements including technical specifications
8. To get required certificate& support (warranty & post-warranty/maintenance) in the name of lead bidder from the OEM as per customer tender requirement.
9. we do also hereby irrevocably and unconditionally agree and undertake to save and keep ITI Ltd, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against ITI Ltd by whomsoever and all losses, damages, costs,

charges and expenses arising out of non-compliance with or non-adherence to any statutory / regulatory requirements and / or any other law for the time being in force.

10. Should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing.
11. Should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment.
12. To make all arrangements and carry out Proof of Concept (PoC) at bidder's cost
13. To obtain relevant statutory licenses/certifications for operational activities at own cost.
14. To sign MoU/Teaming Agreement, Integrity Pact with ITI LTD for addressing the customer tender as per customer's tender terms and conditions.
15. To indemnify ITI LTD from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.
16. To support the offered equipment for the period including warranty and AMC as per customer tender conditions.
17. To supply equipment/components which conform to the latest year of manufacture.
18. Certify that all the hardware/ software supplied under the contract shall not contain any embedded malicious codes that could inhibit the desired functions of the equipment or cause the network to malfunction in any manner.
19. We declare that the information and documents submitted along with the EOI/customer tender are correct and we are fully responsible for the correctness of the information and documents, submitted by us.
20. We understand that if the contents of the certificate submitted by us are found to be forged/false at any time during process for evaluation of EOI/tenders, it shall lead to forfeiture of the Bid Security and may also lead to any other action provided in the contract including banning of business for a period of upto two years. Further, we and all our constituents understand that our offer shall be summarily rejected.
21. The bidder should give certificate stating that all the hardware/ software supplied under the contract shall not contain any embedded malicious codes that could inhibit the desired functions of the equipment or cause the network to malfunction in any manner.

(Signature and Stamp of the Bidder)

ANNEXURE-I
Appendix II

Declaration Letter for Non-Blacklisting of the Bidder

Bidder to submit the following undertakings (To be submitted by each member of consortium on letter head)

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

(Signature and Stamp of the Bidder)

ANNEXURE-I
Appendix III

Undertaking regarding No Land border Sharing (To be in Bidder's (Sole bidder/ each member of the consortium on their Letter Head)

Reference1: EOI Ref :

Reference 2: Department of Expenditure Office Memorandums (OMs) No 7/10/2021-PPD(1) Dated 23.02.2023. I,.....incapacity of authorized signatory of M/s.....having Regd. office at.....being a participant bidder in APBIL T.E cited at reference 1 above, hereby declare that I have read and understood the clause regarding Restrictions under Rule 144(xi) of the General Financial Rules (GFRs) 2017 on grounds of Defense of India and National Security issued vide OM cited at reference 2 above, on procurement from a bidder of a country which shares a land border with India.

I, hereby, further certify that our Company is not from such a country which shares a land border with India and in light of conditions & restrictions imposed vide cited OMs, we fulfill all the requirements in this regard. (Name of the authorised signatory)

Signature

Designation in Company Seal / Stamp of Company

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

Bidders Profile

1.	Name and address of the company			
2.	Contact Details of the Bidder (Contact person name with designation, Telephone Number, FAX, E-mail and Web site)			
3.	Area of business			
4.	Date of Incorporation			
5.	Annual Turnover for last 3 financial years (Rs in Cr)	2021-22 OR 2022-23	2022-23 OR 2023-24	2023-24 OR 2024-25
6.	Networth for last 3 financial years (Rs in Cr)	2021-22 OR 2022-23	2022-23 OR 2023-24	2023-24 OR 2024-25
7.	GST Registration number			
8.	PAN Number			
9.	CIN Number, if applicable			
10.	Number of technical manpower in company's rolls			

(Signature and Stamp of the Bidder)

ANNEXURE-III**Compliance Statement**

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

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

(Signature and Stamp of the Bidder)

WORK EXPERIENCE DETAILS – PROJECT WISE

Sl. No	Information Required	Details
1	Name & Scope of work of the project	
2	Entity for which the project was undertaken (Customer Name & Contact Details including email ID, Contact number	
3	Project Cost	
4	PO No & Date	
5	Date of commencement of the project	
6	Role of bidder	
7	Brief Description of the project	
8	Completion Date	

(Signature and Stamp of the Bidder)

Note: Bidder to submit Experience/ Work Completion Certificate in case of EPC project and Satisfactory O&M completion certificate in case of O&M works issued & signed by the PO issuing authority or an authority authorized by the PO issuing authority of the client entity or by Project Implementation Authority along with the Work order/ Purchase Order with the name of contact person, postal address, email id and telephone numbers.

WORK EXPERIENCE DETAILS – PROJECT WISE

Details of Project experience executed by _____

Sl. No	Project Name	Organization Name, Place and Address	Scope of work	PO No & Date	EPC work (Supply, Laying, Installation, Testing and Commissioning) of OFC (UG/ ADSS of at least 24 F) (in Kms)	O&M of OFC Network (UG/ ADSS of at least 24 F) (in RKM)	Active Nodes (in No's)	O&M of Active Nodes (in No's)	Project Value	Completion certificate No, Date & Name, Designation, email, mobile No of Issuing Authority	Year (Period) of completion of work	Value of Completed Work	Page No. & Document reference to the uploaded bid

(Signature and Stamp of the Bidder)

PRE-CONTRACT INTEGRITY PACT

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

EOI No.....

This Integrity Pact is made onday of 2026

BETWEEN:

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

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

Preamble

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

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

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

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

SECTION 1 – COMMITMENTS OF THE PRINCIPAL

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

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

SECTION 2 – COMMITMENTS OF THE BIDDER / CONTRACTOR

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

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

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

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

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

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

taking into account the number of transgression, the position of the transgressor within the company hierarchy of the Bidder(s)/Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.

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

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

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

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

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

SECTION 4 – PREVIOUS TRANSGRESSION

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

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

SECTION 5 – COMPENSATION FOR DAMAGE

- 5.1 If the Principal has disqualified the Bidder(s)/Contractor(s) from the EOI process prior to the award according to Section 3 the Principal is entitled to forfeit the Earnest Money Deposit/Bid Security/ or demand and recover the damages equitant to Earnest Money Deposit/Bid Security apart from any other legal that may have accrued to the Principal.
- 5.2 In addition to 5.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to termination of Contract due to Contractor default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor or demand and recover liquidate and all damages as per the provisions of the contract agreement against termination.

SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS

- 6.1 The Principal will enter into Integrity Pact on all identical terms with all bidders and contractors for identical cases.
- 6.2 The Bidder(s)/Contractor(s) undertakes to get this Pact signed by its subcontractor(s)/sub-empaneled partner(s)/ associate(s), if any, and to submit the same to the Principal along with the EOI document/contract before signing the contract. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the provisions laid down in the Integrity Pact Agreement by any of its subcontractors/ sub-empaneled partners / associates.
- 6.3 The Principal will disqualify from the EOI process all bidders who do not sign this Integrity Pact or violate its provisions.

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

- 7.1 If the Principal receives any information of conduct of a Bidder(s)/Contractor(s) or subcontractor/ sub-empaneled partner/associates of the Bidder(s)/Contractor(s) which constitutes corruption or if the principal has substantive suspicion in this regard, the principal will inform the same to the Chief Vigilance Officer of the Principal for appropriate action.

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

- 8.1 The Principal appoints competent and credible Independent External Monitor(s) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

Details of IEM appointed by ITI are as under:

IEM - I

Shri Atul Jindal, IFS (Retd.):

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

IEM - II

Shri Benny John, IRS (Retd.):

Villa No. 36, Kent Plam Villas, Fort Valley Township, Athani,
Kakkanad, Ernakulam, Kerala – 682 030.

- 8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.
- 8.3 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents Bidder(s)/Contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Bidder(s)/Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.
- 8.5 The Monitor will submit a written report to the Chairman & Managing Director of the Principal within to weeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.

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

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

SECTION 9 - FACILITATION OF INVESTIGATION

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

SECTION 10 - LAW AND JURISDICTION

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

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

SECTION 11 – PACT DURATION

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

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

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

SECTION 12 - OTHER PROVISIONS

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

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

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

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

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

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

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

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

.....

.....

Name Designation

Name Designation

Witness

1.

1.

2.

2.

DECLARATION OF RELATION IN ITI

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

To,

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

Dear Sir,

Sub: Declaration for relation in ITI

Subject: EoI - _____

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

Tick (✓) any one as applicable:

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

OR

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

(i)

(ii)

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

Note:

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

ANNEXURE-VIII - Affidavit for TSP / ISP Compliance

(To be submitted by the Sole bidder/ Lead Bidder and each Consortium Partner, separately on a non- judicial stamp paper of Rs. 100/-)

1. We,, hereby declare and confirm that on the date of bid submission, we were complying to the tender eligibility conditions as mentioned in clause 2.1(f) Section IV-A of the subject RFP dated XX.XX.2026.

2. Accordingly, we hereby declare the following:

- i) That we are not holding any ISP/ TSP license, covering Andhra Pradesh State.
- ii) We are not having more than 50% stake in our company of any other company who is holding ISP/TSP license covering Andhra Pradesh State.
- iii) We are not having more than 50% stake in any other such company who is holding ISP/TSP license covering Andhra Pradesh State.
- iv) We are not a subsidiary of a parent company who is holding ISP/ TSP license covering Andhra Pradesh State.

We,, also undertake and confirm that we shall obtain prior approval of APBIL, in case we or any of our associate / parent company (falling under any of the above categories) intends to obtain ISP/TSP License / provide ISP/TSP service, during the contract period under the referred tender, in Andhra Pradesh State, if awarded.

We, also unconditionally undertake that in case of any of the above fact is found to be incorrect, our bid/agreement may be cancelled / terminated and, any further action by APBIL/DBN DOT as per tender terms & conditions of the RFP shall be acceptable to us, without any liability on APBIL/DBN.

We also understand that any suppression of information or breach of our undertaking herein would entitle APBIL to take any action in accordance with law, including but not limited to civil and criminal law.

For

(Signature, name, designation and address)

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

FORM-1

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

Date:

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

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

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

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

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

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

[Please provide following information]

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

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

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

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

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

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

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

Signature: Name:

Designation: Address:

Email Address: Mobile No.:

Place: Date:

ANNEXURE-IX

Undertaking Regarding Previous Association with BharatNet project

To,

ITI Limited
ITI Bhawan, Doorvani Nagar,
Bangalore: 560016

Subject: Undertaking Regarding Previous Association with ITI Limited

We, M/s _____, having our registered office at _____, hereby undertake and declare that:

1. We have not directly executed/executing any Bharatnet project with ITI Limited
2. We further confirm that no circumstances exist that would create a conflict of interest or provide us with an unfair advantage in relation to the present tender/selection process.
3. We understand that if any information provided in this undertaking is found to be false or misleading at any stage, ITI Limited shall have the right to reject our bid/application, terminate any agreement, and take appropriate action as deemed fit.
4. In case it is found that the above claim is wrong, ITI Limited has right to cancel the order placed on the bidder.

Authorized Signatory: _____

Name: _____

Designation: _____

JOINT BIDDING AGREEMENT

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 2026.

AMONGST

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

AND

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

- A. APBIL having its corporate office address at _____ represented by it’s CEO (hereinafter referred to as the “APBIL” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the Bids”) by its Request for Proposal No dated

... (the “RFP”) for selection of Bidder for Development (Creation, Upgradation and Operations& Maintenance) of Middle mile network of BharatNet on Design Build Operate and Maintain (DBOM) Model and Operations & Maintenance of the APBIL Phase – I Network.

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

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium

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

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

3. Covenants

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

4. Role of the Parties

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

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

(b) Party of the Second Part shall be {the Technical Member of the Consortium;

(c) Party of the Third Part shall be {the Technical Member of the Consortium;

5. Joint and Several Liability

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

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

6. Representation of the Parties

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

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;
 - iii. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

7. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the expiry of the Defects Liability Period under the Contract Agreement, in case the bid is awarded to the Consortium. However, in case the

Consortium is either not qualified for the bid or does not get selected for award of the bid, the Agreement will stand terminated in case the Bidder is not qualified or upon return of the Bid Security by the APBIL to the Bidder, as the case may be.

8. Miscellaneous

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

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

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

Signed, Sealed and Delivered for and Signed, Sealed and

Delivered for and on behalf of	Delivered for and on behalf of
Lead Member	Second Part
Signed	Signed
Name	Name
Designation	Designation
Date	Date
Place	Place

Notes:

- a) The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- b) Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
- c) For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.