

**Notice Inviting EOI for selection of System integrator for participating in the RFP for Gujarat BharatNet Phase-III Project**

Ref: CORP/MKTG/Guj/Bharatnet/2024/31

Date: 07-03-2025



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

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

## 1. Introduction

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

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

ITI LTD intends to participate in the tender for “RFP for Selection of Project Implementing Agency for BharatNet Phase-III Project in Gujarat under GFGNL”. This EOI is floated for selection of system integrator who has to arrange the active component OEM, who can be the consortium partner to ITI LTD, for participating in the customer RFP and act as a key knowledge partner. The customer tender is called as two Packages – Package A & Package B. Bidder can submit their bid for any of the package or both the packages. In case the bidder submit the bid for both packages, the bidder need to meet the eligibility requirement for the consolidated experience and turnover.

## 2. Important Dates

Date of EOI Upload	Date: 07-03-2025
Due Date for EOI Submission	Date: 17-03-2025 4.00 PM
Due Date of Bid Opening	Date: 17-03-2025 4.30 PM
ITI LTD Contact Person	<b>Contact details :</b> <ol style="list-style-type: none"><li>1. DGM- MSP KTK &amp; Corporate Marketing, Corporate Office, ITI Limited, Dooravaninagar, Bengaluru– 560016 email: mmurali_crp@itiltd.co.in Mob: 9482501476</li><li>2. CMR(Mktg), Corporate Marketing, Corporate Office, ITI Limited, Dooravaninagar, Bengaluru– 560016 email : vrsakum_crp@itiltd.co.in Mob: 9535325537</li></ol>

Mode of submission	The Bid shall be uploaded in e-procurement site of ITI Limited ( <a href="https://itilimited.ewizard.in/">https://itilimited.ewizard.in/</a> ). For submission of online bid and procedure to be followed, visit <a href="https://itilimited.ewizard.in/">https://itilimited.ewizard.in/</a>
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### 3. Scope of Work

The scope of work is as follows:

- Upgradation of linear network onto ring network of Phase-I and Phase-II GPs where it is Constructed in Linear)
- Village connectivity beyond GPs on demand basis for revenue villages on alternate technology like RF/UBR, FSO and Aerial linear OFC connectivity from GP
- O&M for 10 years including three years of construction period inclusive of existing Phase-I and Phase-II network.

The detailed scope of work can be downloaded from customer tender document, corrigenda, clarification and addenda from the website <https://tender.nprocure.com/> and <https://gfgnltender.nprocure.com/> and [GIL.gujarat.gov.in/tenders](http://GIL.gujarat.gov.in/tenders)

Customer tender details: RFP for Selection of Project Implementing Agency for BharatNet Phase-III Project in Gujarat under GFGNL (Design, Construction, Supply, Implementation, Testing & Commissioning and Operation & Management Model)  
(Tender No. GFGNL/GFG/e -file/263/2025/0006/Phase-III (ABP in Gujarat dated 29-01-2025)

### 4. Eligibility Criteria

4(i)	Eligibility Criteria of Applicants	
A.	<p><b>Legal Entity:</b> The Bidder must be a legal entity registered in India under the Company Act, 1956/ 2013 and must have a registered office in India. The company should be in operation in India for a period of at least 5 years as on publication of this EOI.</p> <p><b>Note on Consortium partner for ITI Limited for submitting customer tender</b></p> <ul style="list-style-type: none"> <li>• Bidder has to arrange active component OEM, meeting the eligibility requirement and will be signing the Consortium agreement with ITI Limited while submitting the customer tender</li> <li>• Active components includes MPLS Routers, RFMS, Layer-3 Switches, Transport equipment (DWDM/PTN(packet and transmission</li> </ul>	<ul style="list-style-type: none"> <li>a. Copy of certification of incorporation issued by competent authority/ Registration Certificate/ Shop &amp; Establishment certificate</li> <li>b. Copy of PAN card</li> <li>c. Copy of GST registration</li> <li>d. Registration under labour laws &amp; contract act</li> </ul>

	equipment)/OTN/RON/ CPANs/OLT of 16 or more ports	
B.	<p><b><u>Experience of System Integrator:</u></b></p> <p>The bidder(System Integrator) should have demonstrable experience with following:</p> <p><b>For Optical Fibre:</b> The Bidder should have experience of Laying, Installation, Testing and Commissioning of EPC Based Optical Fibre Cable (Underground), Duct and accessories as mentioned below in last 10 Years, as on this bid submission date:</p> <p>Package A: 4,000 Kms Package B: 7,500 Kms</p> <p>In case the bidder desires to bid for both packages then the bidder must have experience of 5,150 Kms, in Laying, Installation, Testing and Commissioning of Optical Fibre Cable (Underground), Duct and accessories in last 10 Years as on bid submission date.</p> <p>The EPC OFC Construction project execution shall consist of both Supply and Construction of OFC Network.</p> <p><b>Note:</b></p> <p>1. If bidder bids for both the packages and it is found that his experience is not meeting the work experience requirement of 5,150 Kms, as above, then in that case ITI reserve the right to consider his bid for relevant package."</p> <p><b>AND</b></p> <p><b>ii) For Equipment's :</b> Experience of Telecommunication equipment installation, commissioning and O&amp;M of at least-</p> <ul style="list-style-type: none"> <li>• 500 active nodes, if bidding for 1 package,</li> <li>• 1100 active nodes, if bidding for 2 packages,</li> </ul> <p>The active nodes to be considered for this criterion can be include atleast MPLS Routers, RFMS,Layer-3 Switches, Transport equipment(DWDM/PTN(packet and transmission equipment)/OTN/RON/CPANs/OLT of 16 or more ports .</p>	<p>(WO copy / LOI / LOA contract copy &amp; client completion Certificate), work completion certificate from end client mentioning satisfactory performance &amp; total Km of Fibre with other inventories/Equipment mentioned implemented (satisfactory performance &amp; functionalities implemented may be mentioned separately as a performance certificate from the client)</p> <p>Performance certificate from end client mentioning satisfactory performance &amp; total Km of Fibre with other inventories/Equipment mentioned implemented by the Bidder</p>

		The above experience conditions can be met either through single project or multiple projects executed during last 10 years as on date of submission of bid.	
	C	<p><b><u>Turnover of System Integrator</u></b></p> <p>The Bidder(System Integrator) should have average annual turnover of Rs 470 Cr/package in the last three consecutive financial years (2021-22, 2022-23 &amp; 2023-24)</p> <p>Note: * Bidder's Parent/group company turnover will not be considered in turnover criteria.</p>	
	D	<p><b><u>Turnover of active component OEM</u></b></p> <p>The Bidder(Active components OEM) should have average annual turnover of Rs 625 Cr /package in last three consecutive financial years (2021-22, 2022-23 &amp; 2023-24) solely generated from the business of OFC Business/ITeS / Telecom Networking field only,</p>	<p>a) Copy of audited Balance Sheet, audited Profit &amp; Loss statements for each of the last 3 financial years</p> <p>b) Copy of Certificate from the statutory auditor / Chartered Accountant (CA) clearly specifying the annual turnover for each of the last 3 financial years, i.e. FY 2021-22 ,FY 2022-23 and FY 2023-24.</p> <p>c) Self Certification to be signed by Company Secretary/ Statutory Auditor on company's letter head mentioning the required shareholding."</p>
	E.	<p><b><u>Networth</u></b></p> <p>The Bidder should have Positive Net Worth as on 31st March 2024 and the active component OEM to have positive networth for last 3 financial years</p>	Copy of Certificate from the statutory auditor / Chartered Accountant (CA) clearly specifying on net worth (for last 3 financial years, i.e. FY 2021-22 ,FY 2022-23 and FY 2023-24.
	F	<p><b><u>Land Border</u></b> :The bidder and OEM of proposed solution from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority as per OM No. 6/18/2019-PPD dated 23rd July 2020 issued by Department of Expenditure, GoI</p>	Self-certification from sole and OEMs on Non-Judicial stamp of Rs. 300/- in the prescribed format (Annexure-I Appendix III), separately.

G	<p><b>Mandatory Undertaking</b> The bidder &amp; OEM should:</p> <ul style="list-style-type: none"> <li>• Not have been blacklisted/debarred by Ministry of Communication or GFGNL or any Govt Dept or PSU 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/ Central Government / Any State Government / Urban Local Body (ULB) /Smart City (SPV)/ Supreme Court of India / Any government / PSU in India as on the date of bid submission."</li> <li>• Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.</li> <li>• The Bidder should have at least one office in Gujarat and preferably support centres/logistics for the entire state. If the Bidder is not having any office in Gujarat, then bidder should submit a letter of undertaking to open the office in Gujarat within 45 days from the date of issue of work order if he is awarded the work</li> <li>• Not have their directors and officers convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified.</li> <li>• There must not be any criminal case booked by any Government authority against the sole and any of the bidder in any court in last 5 years as on bid submission date.</li> </ul>	<p>An undertaking signed by CEO/ Country Head/ Authorized Signatory of the company to be provided on Non – judicial stamp paper of INR 100/- or such equivalent amount and document duly attested by notary public. ( or Self-declaration by the Bidder duly signed and stamped by the authorized signatory. )</p> <p><b>Annexure-I Appendix II</b></p>
H	<p><b>MAF</b> The Bidder should submit valid letter from each of the OEM (one and only one OEM for each component) - confirming the following: OEM shall ensure that all equipment/ components/sub- components being supplied by them shall be supported for entire contract period. If the same is de-supported by the OEM for any</p>	<p>Documentary evidence such as Authorization letters, MAF from all OEM/Vendors whose products are being quoted by the Bidder need to be attached in the bid. Copy of valid Technical Specification Evaluation</p>

	<p>reason whatsoever, The bidder shall replace it with an equivalent or better substitute that is acceptable to Tenderer without any additional cost to the Tenderer and without impacting the performance of the solution in any manner whatsoever. In case replacement with a product from an OEM other than the OEMs proposed by the bidder prior approval from GFGNL will be required.</p> <p><b>Note:</b></p> <p>i) If product is changed due to specific functional/technical requirement asked in this tender, then fresh TSEC certificate is required to be obtained and submitted at the time of delivery.</p> <p>ii) If the OEM has TSEC approval for the exactly same product which has been asked in this tender, then no fresh TSEC approval is required. But if product is changed due to specific functional requirement asked in this tender, then TSEC approval is required</p> <p>ii) TSEC/TAC are applicable for Hardware (Active and Passive ) only.</p>	<p>Certificate (TSEC) / Type Approval Certificate or copy of Application for fresh TSEC/TAC as applicable from each OEM whose products are being quoted by the Bidder as per Annexure VI .</p> <p>The Bidder should submit valid Manufacturer Authorization Form (MAF) from maximum one(1) for all passive components (Like, (all types of OF Cables, Duct, Joint Closures (SJC &amp; BJC), FDMS &amp; FTB) and up to maximum one (1) OEMs for all active components (Routers, RFMS, UPS &amp; Racks). TSEC issued against earlier tender(s) of BSNL/BBNL/MTNL/State Government/Central Government/ BharatNet Projects BSNL QA registered QF-103 or Form B issued by TEC for the quoted products shall also be acceptable for eligibility to submit the Bid only.</p>
I	<p><b>Certification :</b> The bidder should submit at least one distinct certification from any of the below Certifications (valid at the time of bidding):</p> <ul style="list-style-type: none"> <li>• CMMI- Process Level 3 or above</li> <li>• ISO 9001:2015</li> <li>• ISO 27001 for Information Security Management Systems</li> <li>• ISO/IEC 20000</li> </ul>	<p>Copies of valid certificates in the name of the bidding entity</p>
J	<p><b>Bharatnet Project :</b> If a bidder has been declared as non-performer in any USOF 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.</p>	<p>A Self-declaration for not being declared as non-performer in any USOF project(s), as per the clause to be submitted by bidder and active component OEM</p>
K	<p>It is mandatory for the bidder to submit a self-certification as per proforma in Annexure(Part-A) and an undertaking in Annexure (Part-B), along with the bid that the items (Excluding Services (I&amp;C) and AMC value) offered as package in this tender meets the minimum local content and shall give details of the</p>	<p>Undertaking as per Annexure VII &amp; Annexure VIII &amp; auditors certificate for LC content component wise from OEM &amp; consolidated bid</p>

		<p>locations at which the local value addition is made. In addition, such bidder is also required to provide a certificate from the statutory auditor or cost auditor of the company giving the percentage of local content in accordance to DPIIT letter dated 16.09.2020 &amp; 04.03.2021. Furnishing of false information on this account shall attract penal provisions as per the Guidelines/Notification. Bidders may note that whereas GFGNL may at its discretion choose to randomly verify any of the documents submitted towards fulfilment of claims of PMI under this clause, it is under no obligation to verify the self-declaration of bidder and/or certificate of Chartered Accountant/Cost Accountant regarding the bidder meeting the criteria to be eligible for class I / class II status in this tender. Mere acceptance of the documents furnished by the bidder as part of the bid by GFGNL in this regard shall not amount to endorsement of their content by GFGNL, and consequences of false declarations if any, discovered at any stage before or after award of work shall completely fall on the bidder.</p>	
	L	<p>Bidder shall submit a list of Key technical personnel with the required domain experience.</p>	
	M	<p>Bidder should submit write up on Project Implementation Plan and capability (Technical and Financial) on how the project will be executed by the bidder. The write up should cover all the points as per the customer tender requirement clause 3.2 Technical Qualification Criteria of the customer tender document</p>	
	N	<p>A <b>self-certificate with proper contact detail of customers</b>(Details of End User - Firm Name, Contact person, Designation, Telephone Number, Fax, Official mail id etc.) <b>for the experience proof submitted</b> along with PO reference and value of the project. The same should be issued by authorized signatory of bidder.</p> <p>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</p>	



	Limited. <b>The experience details to be filled as per Annexure – IV</b>	
<b>4(ii) Checklist of documents/information to be submitted by bidder</b>		
a.	Company Profile	
b.	Memorandum & Articles of Association	
c.	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	
d.	Undertakings (in Company letter head ) for acceptance of terms and conditions as per Annexure I -Appendix I	
e.	Undertaking(in Company letter head ) to be submitted by bidder as per Annexure I -Appendix II	
f.	Undertaking(in Company letter head ) regarding no land border sharing as per Annexure I -Appendix III	
g.	Bidders Details as per Annexure II	
h.	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) & cause 4(iii), duly Signed and Stamped on the Letter Head of their Organization.	
i	Work Experience Details as per Annexure IV	
j.	Pre-Contract Integrity Pact as per Annexure-V	
k.	Project Implementation Plan and capability (technical and financial) on how the customer EOI/tender implementation will be executed by the bidder as per clause 4(i) M	
l	Manpower details as per clause 4(i) L	
m	MAF as per Annexure VI	
n	Self-declaration regarding Local Content (LC) for Telecom Product as per Annexure VII	
o	Undertaking w.r.t. Local content declaration in view of allowing multiple OEMs as per Annexure VIII	

4(iii) General	Please provide compliance for the following clauses	Compliance
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 reserves the right to undertake services likes installation and commissioning activities, Annual Maintenance Contract (AMC) etc.	
3	All activities like Proof of concept/demo on “No Cost No Commitment” (NCNC) basis wherever applicable will be the responsibility of bidders	
4	Bidder should be willing to impart required training to ITI LTD engineers for undertaking services & execution of project	
5	Bidder will be responsible for any shortcoming in the BOM and the same should be rectified free of cost	
6	Bidder should be willing to sign an exclusive agreement with ITI LTD for smooth execution of this project	
7	Bidder must arrange to submit the MAF in the name of ITI LTD and must work on exclusive basis with ITI LTD	
8	All commercial terms (proportionate to the scope of work) will be as per the customer Tender/PO.	
9	<p><b>Earnest Money Deposit (EMD) :</b></p> <p>The Bidder shall furnish EMD of Rs. 10 Cr/Package in the form of BG 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</p> <p>Undertaking regarding the same needs to be submitted along with the EOI</p>	
10	<p>PBG: The selected bidder has to provide PBG of 5% 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.</p> <p>Note: ITI LTD reserves the right to verify the genuineness of the BG with the bidder’s bank.</p>	
11	<p><b>Delivery Schedule:</b></p> <ul style="list-style-type: none"> <li>• Delivery Schedule as per the end customer Tender/ PO on back to back basis (proportionate to the scope of work)</li> <li>• Period of execution shall be in line with the end customer</li> <li>• The project I&amp;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.</li> </ul>	

12	<b>LD Clause:</b> 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.	
13	<b>Payment Terms:</b> 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. Financial Bid (Separate for each packages):**

**Name of Bidder:**

**Package Name:**

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

During evaluation bidders with least "D" will be considered

Note: SoR & SoW as per Tender document

**6. Special Conditions of EOI:**

- a. No advance will be paid to the back-to-back partner, even though ITI is eligible to get advance from the customer being a front end bidder.
- b. The selected SI & active component OEM, who has partnered with ITI for a particular tender/ project shall not partner with any other bidder for the same customer tender/project

- 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 margin offered to ITI shall not be less than “B”
- d. During evaluation, bidders with least “D” will be selected as the partner for this tender

**7. Evaluation:**

- a. The process of evaluation will be as below: All the bids will be scrutinized for technical and financial eligibilities, undertakings and compliance to EOI terms and conditions. The PO copies/experience certificates submitted by the bidders will be cross verified with the issuing authorities/clients.
- b. Financial Bid opening will be done after the evaluation of Technical bid (Only for technically qualified bidders).

**8. Note:**

- a. The Bidding (For Technical & Financial Part of the Bid) would be subjected to an Online / e-Tendering process. The prospective Bidders are requested to go through <https://itilimited.ewizard.in/> to understand the entire e-Tendering Process and follow the Registration and Bidding Process on <https://itilimited.ewizard.in/> as defined in the document. In case of any clarifications on e-tender portal, bidders may contact the portal helpdesk of <https://itilimited.ewizard.in/>.
- b. The Technical Bid shall be uploaded in e-procurement site of ITI Limited (<https://itilimited.ewizard.in/>). For submission of online bid and procedure to be followed, visit <https://itilimited.ewizard.in/>.
- c. ITI’s Tender document can be downloaded from ITI web site [www.itilttd.in](http://www.itilttd.in) or CPP portal [www.eprocure.gov.in](http://www.eprocure.gov.in). For uploading the bid proposal, all bidders have to register in our eProcurement portal (<https://itilimited.ewizard.in/>). When submitting the bid please state the tender ID.
- d. Any clarifications regarding the tender can be obtained from CMR- CM, Corporate Marketing, Corporate Office, ITI Limited, Dooravaninagar, Bengaluru– 560016 email: : [vrsakum\\_crp@itilttd.co.in](mailto:vrsakum_crp@itilttd.co.in), [mmurali\\_crp@itilttd.co.in](mailto:mmurali_crp@itilttd.co.in), Mob: 9535325537, 9482501476
- e. Technical bids will be opened at **4.30 PM on 17-03-2025**
- 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. Conditional offers are liable for rejection.
- m. Consortium is not allowed
- n. The Bidders should give Clause by clause compliance (as per annexure III) of EOI with references to supporting documents; otherwise the offers are liable for rejection.
- o. The bidder to indemnify ITI LTD from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.
- p. In the event that ITI LTD is required to provide demonstration or working of the product to their buyers, the same shall be arranged by the bidder at latter's cost and expenditure.
- q. ITI LTD reserves the right to suspend or cancel the EOI process at any stage, to accept, or reject any, or all offers at any stage of the process and / or to modify the process, or any part thereof, at any time without assigning any reason, without any obligation or liability whatsoever.
- r. Bidders, whose Purchase Order(s) for any Project of ITI LTD was/were cancelled on risk & cost basis for nonperformance or non-submission of performance guarantee in last 2 years, are not eligible to participate in this tender.
- s. Any existing vendor/partner of ITI Ltd. willing to participate in this EOI/RFP must have a good track record with ITI or submit a Performance Clearance Certificate from the respective concerned ITI unit/office.
- t. **Cost of EOI:** The bidder shall bear all costs associated with the preparation and submission of his offer against this EOI, including cost of presentation for the purposes of clarification of the offer, if so desired by ITI LTD. ITI LTD will, in no case be responsible or liable for those costs, regardless of the conduct or outcome of the EOI process.
- u. **Amendment of EOI:** At any time prior to the last date for receipt of offers, ITI LTD, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI document by an amendment. In order to provide prospective bidder reasonable time in which to take the amendment into account in preparing their offers, ITI LTD may, at their discretion, extend the last date for the receipt of offers and/or make other changes in the requirements set out in the Invitation for EOI.
- v. ITI LTD will not consider any or all of the bids if they are not meeting EOI requirements.
- w. ITI LTD may at its discretion reject any offers received for selection without assigning any reasons.
- x. This EOI will be available on Govt & ITI Ltd website: "<http://www.itiltd.in/> " under its Tender/EOI Section.

## 9. Other Terms and conditions:

### I. Confidentiality

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

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

## **II. Transparency**

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

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

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

## **IV. Arbitration:**

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

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

**V. Set Off:** Any Sum of money due and payable to the bidder under this customer PO may be appropriated by the customer or any other person contracting through the ITI LTD and set off

the same against any claim of the customer for payment of a sum of money arising out of this EOI or under any other EOI/contract made by the bidder with the customer.

VI. The interested bidder may like to discuss the customer tender related information, EOI Bidding Conditions, Bidding **Process and clarifications, if any with the GM 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 Bid processing fee, Earnest Money Deposit (EMD) of Rs. 10 Cr/package as required for submitting the customer tender and PBG (...% of the order value) to be borne by the selected bidder at the time of placement of order as per customer tender terms. In cases where ITI LTD is exempted from providing EMD & PBG or allowed to submit Corporate Guarantee in place of Bank Guarantee to customer, bidder shall provide EMD (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 ITI 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. The Bidder to bring exclusive 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 ITI LTD 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.

(Signature and Stamp of the Bidder)

Bidder to submit the following undertakings

- We, the undersigned, hereby declare that we are not blacklisted/ debarred with Ministry of Communication or GFGNL 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.
- Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.
- The Bidder should have at least one office in Gujarat and preferably support centres/logistics for the entire state. If the Bidder is not having any office in Gujarat, then bidder should submit a letter of undertaking to open the office in Gujarat within 45 days from the date of issue of work order if he is awarded the work
- Not have their directors and officers convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified.
- There must not be any criminal case booked by any Government authority against the bidder in any court in last 5 years as on bid submission date

For and on behalf of Signature:

(Authorized Signatory)

Name of the person: Designation:

Name of the Respondent:

Address of the Respondent:

Company seal:

**Annexure-I**  
**Appendix III**

**Undertaking regarding No Land border Sharing (To be in Bidder's Letter Head)**

**Undertaking as per guidelines published by Ministry of Finance, Dept. of Expenditure, Public Procurement division dated 23.07.2020**

Mr. undersigned authorized representative of M/s <<*Name of Bidder/ESP/OEM*>> has read clause regarding restriction on procurement from a bidder of a country which shares a land border with India; I certify that <<*Name of Bidder/ESP/OEM*>> is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that <<*Name of Bidder/ESP/OEM*>> fulfills all requirements in this regard and eligible to be considered. [Where applicable, evidence of valid registration by Competent Authority shall be attached.]

If given information is found to be false, this would be ground for immediate termination and further legal action in accordance with law.

(Signature and Stamp of the Bidder)

## Bidders Profile

1.	Name and address of the company			
2.	Contact Details of the Bidder (Contact person name with designation, Telephone Number, FAX, E- mail and Web site)			
3.	Area of business			
4.	Date of Incorporation			
5.	Average Annual Turnover for the last three (3) audited financial Years (Rs in Cr)	2021-22	2022-23	2023-24
6.	Net worth for the year 2023-24 (Rs in Crs)			
7.	Company Registration Number			
8.	GST Registration number			
9.	PAN Number			
10.	CIN Number, if applicable			
11.	Number of technical manpower in company's rolls			
12.	Name of the authorized signatory who is authorized to quote in the RFP and enter into the Contract (Power of Attorney to be submitted)			
13.	Packages Bidder is willing to work with ITI	Package A		
		Package B		
		Both Packages		

(Signature and Stamp of the Bidder)

**Compliance Statement**

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

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

(Signature and Stamp of the Bidder)

## Work Experience Details – project wise

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	Actual Completion Date	
7	Role of bidder	
8	Brief Description of the project	
9	Completion Date	

(Signature and Stamp of the Bidder)

**PRE-CONTRACT INTEGRITY PACT**

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

EOI No.....

This Integrity Pact is made on .....day of 2025

BETWEEN:

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

AND

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

Preamble

WHEREAS the Principal intends to enter into an MOU of partnering business opportunities of common interest and able to generate synergies in execution of such business for ....

(name of the Stores / equipment / items). The Principal, values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s)/ Contractor(s).

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

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



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

#### SECTION 1 – COMMITMENTS OF THE PRINCIPAL

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

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

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

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

- a. The bidder(s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the EOI process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever (during the EOI process or during the execution of the contract).
- b. The bidder(s)/contractor(s) will not enter with other bidders/ contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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

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

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

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

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

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

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

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

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

#### SECTION 4 – PREVIOUS TRANSGRESSION

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

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

#### SECTION 5 – COMPENSATION FOR DAMAGE

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

5.2 In addition to 5.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to termination of Contract due to Contractor default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor or demand and recover liquidated 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 Plum 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 extant law in force relating to any civil or criminal proceedings.

#### SECTION 11 – PACT DURATION

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

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

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

#### SECTION 12 - OTHER PROVISIONS

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

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

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

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

12.3 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. ....

**AUTHORIZATION CERTIFICATE FROM OEM**

Details of Manufacturer Authorization Form (MAF)

The Bidder should submit valid letter (MAF) with undertaking from their OEM(s) whose product is being quoted by the bidder, as per format given below:

Manufacturer Authorization Form

To, ....., ....., .....

Subject: Manufacturer Authorizations Letter for Tender Enquiry No. ....

Sir,

We, <oem name> having our registered office at <oem address>, hereinafter referred to as OEM are an established manufacturer of the following items quoted by <bidder name> having their registered office at <bidders address> , hereinafter referred to as Bidder: ...

Name of the items .....

We <oem name> authorize <bidder name> to quote our above-mentioned item(s) for above mentioned tender.

We confirm that we have understood the delivery & installation timelines defined in the tender. We confirm that we have worked out all necessary logistics and pricing agreement with , and there won't be any delay in delivery, installation and support from our side. Our full support as per pre-purchased support contract is extended/ applicable in all respects for supply, warranty and maintenance of our products. We also ensure to provide the required spares and service support as pre-purchased for the supplied equipment for a period of 10 years (includes 3 years implementation) from date of supply of the equipment as per tender terms. In case, the PMA (GFGNL on behalf USOF/ DoT) requires to extend the period of contract with PIA beyond 10 years, we, as OEM, also undertake to provide support for this extended period also, in case, the supplied product is supported anywhere globally.



In case of any difficulties in logging complaint at bidder end, user shall have option to log complaint at our call support centre.

In case PIA is unable to fulfil the obligations given under this tender, OEM shall be responsible to complete its obligations towards project with any other PIA appointed by the purchaser.

In case it is required to change authorized agent of OEM, the OEM shall ensure that the alternate Authorized Agent in this case shall abide by all the terms & conditions laid down under the tender/ Contract with the bidder for the quoted OEM products.

In case of PIA exits from the Project for any reason, including but not limited to default, insolvency, termination of its Agreement with the purchaser, or other circumstances resulting in the inability of PIA to fulfill its obligations under the Agreement, OEM shall be obligated to continue providing the services to purchaser in accordance with the terms and conditions outlined in the agreement, between OEM and the bidder including commercials. We also agree that in case of any default by us in meeting out the obligations as mentioned above, purchaser may debar us for a period upto 3 years.

If any product is declared end of sale, we shall proactively ensure that a suitable equivalent or higher roll over product is offered through the PIA to GFGNL for due approval, contract and order executions thereafter.

We understand that any false information/ commitment provided here may result in <oem name> getting blacklisted/debarred from doing business with GFGNL.

We , <oem name> hereby provide this undertaking with regard to the Agreement executed between <OEM Name> and < bidder name> during the submission of the Bid for <project name>

Thanking You

For

<oem name>

< (Authorized Signatory of OEM)>

Name:

Designation:

Contact Details:

Seal of the Company

NOTE:

1. The letter should be submitted on the letter head of the manufacturer / OEM and should be counter-signed by the authorized signatory of the bidder.
2. Any deviation would lead to summarily rejection of bids

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

**FORM-1**

Format for Self-declaration regarding Local Content (LC) for Telecom Product, Services or Works (As per clause 9 (b) of DPIIT order No P-45021/2/2017-B.E-II dated 15.06.2017, certificate from statutory auditor / cost auditor of the company is mandatory for all bids of a value more than Rs 10 crore)

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 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.

Percentage of LC claimed:.....%

That the LC for all inputs which constitute the said Telecom Product/Services/Works has been verified by me and I am responsible for 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 and I will be liable as under clause 9 (f) of Public Procurement (Preference to Make in India) Order 2017.

I agree to maintain all information regarding my claim for LC in the Company's record for a period of 2 years and shall make this available for verification to any statutory authorities.

- 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 certificate from local suppliers, if the input is not in-house.

xiii. List and cost of inputs which are imported, directly or indirectly.

For and on behalf of \_  
(Name of Firm/Entity)  
Authorized signatory

(To be duly authorized by the Board of Directors)  
<Insert Name, Designation and Contact No. and date>

### **Annexure VIII**

#### **Undertaking w.r.t. Local content declaration in view of allowing multiple OEMs**

(only applicable if bidder is claiming Preference as Class-I Local category bid for award of work)

We have offered multiple OEMs for active & passive components in our bid for the Package No..... of tender enquiry No. ....

We hereby claim Preference as Class-I Local category bid for award of work for the package and have worked out our bid's Local content (LC) in such a manner that our claim for Local content will always remain under Class-I category with the offered OEMs during bidding stage as well as during the supplies.

We have also taken cognizance of the DPIIT guidelines dated 16.09.2020 and the Gazette notification dated 29th Aug 2018 issued by DoT on PMI Policy is also complied for calculation of local content of products of our OEMs, whose product has been offered in our bid.

(Authorized signatory)