

Request for Proposal (RFP) For the Selection of OEMs for addressing BSNL tender for ONT supplies

Ref: CORP/MKTG/ONT/BSNL/12/1

Date: 04/10/2024



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

Website: www.itilttd.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.

More information can be viewed on www.itiltd.in

ITI has been manufacturing and supplying ONT Systems through its Mankapur unit. To address the latest BSNL ONT Tender Enquiry No. – MM/NWP-BB/ONT/T-802/2024 issued on 01.08.2024 and its corrigendum's, proposal is invited under e-tender mode (2 bid system) from the potential ONT manufacturers having proven technological capabilities for Supply and three year CRC of Single band and Dual Band ONT (MTCTE & trusted portal certified) of Quantity 15 Lakhs. ITI intends to select additional OEMs to participate in the subject RFP.

The OEM selected through the EOI process vide Ref: CORP/MKTG/ONT/BSNL/12 Date: 23/08/2024 need not apply for the subject EOI.

2. IMPORTANT DATES

S.No.	Activity	Schedule
i	RFP Issue Date	04/10/2024
ii	Due Date & Time for Submission of Proposal through Tender Wizard	10/10/2024 12:00 PM
iii	Date & Time of opening of Proposals	10/10/2024 12:30 PM
iv	ITI LTD Contact Person	1. CMR(Mktg), Corporate Marketing, Corporate Office, ITI Limited, Dooravaninagar, Bengaluru– 560016 email : vrsakum_crp@itiltd.co.in Mob: 9535325537



		2. GM- CM, Corporate Marketing, Corporate Office, ITI Limited, Dooravaninagar, Bengaluru– 560016 email: bindums_crp@itiltd.co.in Mob: 8078535507
v.	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. PURPOSE

ITI intends to participate in the referred BSNL -Tender for Procurement of ONTs along with Comprehensive Repair service for 3 years after warranty period. As part of this, ITI is floating this RFP to select additional OEM having the product (ONTs) complying with the technical specifications and certifications as called for in the said BSNL tender for submitting the techno-commercial bid.

Technical Specifications and terms and conditions strictly to be complied as per Tender Enquiry No.– MM/NWP-BB/ONT/T-802/2024 issued on 01.08.2024 and its corrigendum's.

4. SCOPE OF WORK

Supply and three-year CRC of Single band and Dual Band ONT (MTCTE & trusted portal certified).

- 4.1. The selected Bidder shall be willing to give MAF and other mandatory documents and requisites as required for bid submission to ITI Limited to participate in the referred BSNL Tender.
- 4.2. The strategic alliance between ITI Limited and the Bidder shall thoroughly be for the period of entire project execution including warranty and AMC period as well.
- 4.3. The Bidder shall ensure compliance in totality, of their product to applicable TEC Standard specifications and Tender requirements as referred in the customer tender.
- 4.4. The Bidder should be responsible to provide free software /firmware/patches/ upgrades to ITI Limited for the product as per customer order conditions during the pre-sales and post sales phases of the product to ascertain the compliance of the product with the standards and specifications.



- 4.5. The Bidder shall support ITI Limited for field trial/proof of concept (PoC) by providing free samples on returnable basis as per customer requirement towards the pre-supply qualification for the customer orders.
- 4.6. Bidder shall provide clause-by-clause compliance of technical specifications as per T. E. No. MM/NWP-BB/ONT/T-802/2024 issued on 01.08.2024 and its corrigendum.
- 4.7 The party should be able to offer warranty support and 3 year CRC for both models (Dual band and Single band) of ONT in line with Customer tender requirement

Detailed Scope of work, technical requirements & required Certifications is as per the scope of work of the product offered by OEM and technical compliance of BSNL tender document pertaining to the offered product and its corrigenda, addenda, amendments vide ref BSNL T. E. No. MM/NWP-BB/ONT/T-802/2024 dated 01-08-2024.

5. Pre-Qualification Requirements (PQR)

Bidder should meet all Pre-Qualification Requirements as mentioned below:

- 5.1. Bidder should be an Original Equipment Manufacturer (OEM) of ONT systems.
- 5.2. The Quoted product (with make and models) of the Bidder must meet the Technical Specifications as T. E. No. MM/NWP-BB/ONT/T-802/2024 issued on 01.08.2024 and its corrigendum.
- 5.3. Bidder shall provide all the upgrades developed for the offered product without any commercial implication.
- 5.4. Bidder shall quote as per the quantity mentioned in the price bid however, the quantity may increase or decrease as per actual requirement.
- 5.5. Warranty & AMC shall be applicable as per the referred tender.

Note: Supply/Purchase Order for a Quantity (upto 50% only) during the period of contract shall be guaranteed. The purchaser is entitled to withdraw/cancel the Contract by serving an appropriate notice giving 90 (Ninety) days' time, beyond the minimum qty of 50%. However, once a supply order is placed on the supplier for supply of a definite quantity during the validity period, that supply order becomes a valid and binding contract on both parties.

6. ELIGIBILITY CONDITIONS FOR BIDDER

A	Essential Eligibility Criteria for the Applicants	
	Details of eligibility criteria	Documents to be provided



i	<p>The Bidder should be an OEM company registered in India having its office in India and incorporated under the Indian Companies Act, 1956/2013 and should be at least three years (from the date of releasing this RFP) old company.</p> <p>The OEM participating for this EOI should be ready to work with ITI Limited on exclusive basis ie, they are not allowed to participate in the BSNL tender directly or issue MAF to any other bidders.</p>	<p>The details of the company and Certificate of Incorporation & MAF from OEM to be submitted</p>
ii	<p>a. The Bidder should have an average annual turnover of Rs. 40 crores for the last three financial years, that is, (2020-21, 2021-22 and 2022-23 or 2021-22, 2022-23 and 2023- 24).</p> <p>Note:</p> <ul style="list-style-type: none">• Turnover requirement of MSE (Micro & Small Enterprise) bidders: MSE bidders should have average annual turnover of Rs.20 crores for the last three financial years, that is, (2020-21, 2021-22 and 2022-23 or 2021-22, 2022-23 and 2023-24) provided, they submit current and valid Udyam Registration Certificate issued from the Ministry of MSME for the tendered items manufactured/ produced by MSE bidder themselves. These exemptions are NOT APPLICABLE for Medium Scale Units/ Traders/ distributors/ sole agent and for tender for Works Contract.(As per the Govt of India guidelines regarding Relaxation of Norms for Startups Medium Enterprises in Public Procurement Regarding Prior Experience-Prior Turnover criteria-reg.)• Declaration of Udyam Registration Number & category by MSE bidders on e-tender portal CPPP is mandatory in interest of bidder, failing which such MSE bidders will not be able to enjoy benefits as per public procurement policy for MSEs order 2012 for Tenders invited electronically through CPPP and may not be included in bidders eligible for e-reverse auction (if r-RA is applicable in an e-tender), if otherwise H-1 quoting bidders. The	<p>Audited Annual Reports /Auditors Turn over and net worth Certificate to be provided.</p> <p>1. Current and valid Udyam Registration Certificate issued from the Ministry of MSME for the tendered items manufactured/produced by MSE bidder themselves</p> <p>2. Self-declaration by the Authorized Signatory of the bidder, claiming to be under preferential bidder category (Make in India / Micro or Small Enterprise) on Company's Letter head, stating that the bidder is registered/ updated on CPP Portal under preferential bidder category (Make in India / Micro or Small Enterprise) and participating for the Tender Enquiry No. -- --- Under preferential category (Make in India /Micro or small), shall be submitted.</p>



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	<p>undertaking/self-declaration that URM number & MSE category is updated on CPPP portal (etenders.gov.in) is to be uploaded online in technical bid part. MSE bidders should also mention their social category (e.g., SC/ST/Women), if any".</p> <p>b. Bidder's Net Worth for the last financial year (2024-25) must be positive</p>	<p>b. Bidder's Net Worth (the difference between total assets and total liabilities) for the last financial year must be positive.</p>
iii.	<p>The Bidder shall have experience of supplying minimum 1 lakh ONTs cumulatively to any TSP/ISP/Govt Department/Govt PSUs in India or outside India (to any Telco or Government organisation) cumulatively during the last five financial years period i.e. 2018-19, 2019-20, 2020-21, 21-22 & 2022-2023 or from 2019-20 to 2023-24 as on the bid opening date.</p>	<p>1. Successful supply certificate & Purchase Orders along with Invoices issued & certificate from CA for having received at least 90% payments against the referred Invoices, shall have to be furnished along with Bid Document (Self-Certification by the bidder, alone shall not be accepted) along with the supporting documents such as Work order/ Purchase order OR Contract clearly highlighting the scope of work and quantities of the contract/ order.</p> <p>2. Proof as TSP/ISP(as per DOT portal)/ for the customers where supply orders are submitted need to be enclosed along with the bid</p>
iv.	<p>BIDDER shall have the TSEC Certificate or should have applied for TSEC approval to QA Circle of BSNL (i.e. QA registered QF103 format is issued) for the ONTs being offered against the specifications under Section 3 Part B of the customer RFP, at the time of submission of Bids. Proof for the same shall be submitted along with the technical bids.</p>	<p>Copy of valid TSEC certificate or Form-B issued by TEC/ BSNL QA registered QF-103, as the case may be.</p>



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v.	<p>The Bidder should not be blacklisted/debarred by Ministry of Communication or by BSNL or 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. A self declaration by the Bidder shall be submitted to above effect</p>	<p>Undertaking as per Annexure - II & a separate declaration on company letter head with BSNL tender reference required to be submitted along with bid.</p>
vi.	<p>Any Bidder (as defined in MoF order cited below), from a country which shares a land border with India will be eligible to bid in this tender, only if the Bidder including all its OEMs are registered with the competent authority prescribed in accordance to new MoF order issued vide OM bearing No.7/10/2021-PPD (1) Dated 23.02.2023.</p> <p>Registration Certificate must be submitted along with the proposal under this tender. However, if the aforesaid MoF order does not apply to the Bidder including OEM(s) / TOT partner (as defined in afore cited order), then a certificate as per Section 6 Part C of BSNL tender document must be submitted by the Bidder and its OEMs, along with bid.</p>	<p>Undertaking regarding this to be provided with BSNL tender reference required to be submitted along with bid.</p> <p>BIDDER or their OEM sharing land border with India, which are not part of restricted countries shall provide the certificates of registration in this regard from DPIIT</p>
vii.	<p>The Bidder has to provide free software /firmware/patches/software upgrades to ITI Limited for the product as per customer order conditions during the pre-sales and post sales phases of the product to ascertain the compliance of the product with the standards and specifications.</p>	<p>Self-Declaration consent to be provided.</p>
viii.	<p>The mandatory testing and certification of telecom equipment (MTCTE) provides that every telecom equipment must undergo mandatory testing and certification prior to sale, import for use in India. The equipment should meet above guidelines before supplies are made</p>	<p>Valid MTCTE certificate / Undertaking to submit the MTCTE certificate prior to supply of offered product</p>
ix.	<p>ONT equipment should comply “Trusted Source”</p> <p>Trusted Portal Clearance - Amendments/Guidelines relating to procurement of Telecommunication equipment in respect of Unified License Agreement and ISP License Agreement, issued by DOT vide No. 20-271/2010 AS-I (Vol-III) dated 10-03-2021, along</p>	<p>Trusted Portal Clearance Certificate to be submitted OR Format [Section7(J)] of BSNL tender duly filled for essential information (pertaining to bidder) for applying to NSCS for</p>



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	<p>with amendments, issued from time to time shall be applicable to this tender.</p> <p>The bidder shall have to obtain (if not already obtained) approval of the product as a trusted source from the National Security Council Secretariat (NSCS) as per Government of India Guidelines, before supplying the same. Format [Section 7(J)] duly filled for essential information (pertaining to bidder) for applying to NSCS for obtaining clearance from Trusted Sources Portal (NSCS) shall be filled and submitted with the customer bid". If bidder has already applied or obtained the required clearance, the details of same may kindly be submitted in technical bid part.</p>	<p>obtaining clearance from Trusted Sources Portal (NSCS) shall be filled and submitted with the bid".</p> <p>ITI Limited will issue the PO/ WO only after clearance / exemption from the NSCS.</p>
x	<p>Bidder should undertake to comply with all the BSNL tender requirements including technical specifications, TEC GR, Product requirement, (undertaking to be submitted at the time of enquiry) and comply with all the clauses 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. The SOR & Technical Specification of the BSNL ONT tender need to be analyzed and complied for all the requirement. Compliance to technical specifications, TEC GR and other technical requirement as per BSNL Tender to be submitted.</p>	<p>Self-Declaration consent to be provided.</p>
xi.	<p>The bidder should have a valid GST No (Goods and Services Tax) and shall submit a copy of the same with the bid</p>	<p>GST Certificate</p>
xii	<p>The bidder should have a valid Permanent Income Tax Account No (PAN) and shall submit a copy of the same with the bid.</p>	<p>Copy of PAN</p>
xiii	<p>Bidder should submit relevant copy of purchase order, completion certificate from client or CA certified copies to be submitted as a proof of receipt of payment and a self-certificate with proper contact detail of clients along with PO reference and amount supplied (Details of End User - Firm Name, Contact person, Designation, Telephone Number, Fax, Official mail id etc.).</p> <p>The same should be issued by authorized signatory of bidder.</p> <p>Projects executed by bidder's group of companies shall not</p>	<p>Copies of purchase order, completion certificate from client or CA certified copies to be submitted as a proof of receipt of payment and a self-certificate with proper contact detail of clients along with PO reference and amount supplied (Details of End User - Firm Name, Contact person, Designation, Telephone Number, Fax, Official mail id etc.).</p>



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	<p>be considered. For completed project, satisfactory completion certificate need to be submitted. In case of ongoing works, the project completion status document from customer need to be submitted.</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 Limited.</p>	
xiv	Self-declaration regarding Local Content (LC) for Telecom Product	Self-declaration for Local content and Cost / Statutory auditor certificate as per BSNL tender format with BSNL tender reference required to be submitted along with bid.
B	SPECIAL CONDITIONS	
i.	In case any BIDDER's statement is found false and misleading, the barring process against such defaulting BIDDER shall be initiated by ITI and the next eligible BIDDER shall be selected to go ahead.	
ii	MSE vendors who are registered under Ministry of Micro, Small and Medium Enterprises, Government of India are exempted from submitting EMD. However exemption shall be provided only to those MSE's vendor who submit all the relevant documents to prove their claim as MSE and their MSME registration has to be for the relevant area pertaining to the terms of the RFP. The MSE's who are authorized dealers/distributors are not eligible to avail waiver from EMD. MSE vendors has to also submit Bid Security declaration form placed at Annexure- IV duly sealed & signed in lieu of EMD in technical bid.	
iii	Public Procurement (Preference of Make in India) –PMI guidelines issued vide No. P-45021/2/2017-PP(B.E.-II) dated 16th September, 2020 and subsequent amendments & clarifications, are applicable for the tender. However, since tender's estimated value being more than INR 200 Cr, Bids with Non-local suppliers/OEMs as well as Local suppliers/ OEMs shall be eligible to participate in the tender.	
iv	As per Govt Order no: F .20/2/2014-PPD(Pt.) Ministry of Finance Department of Expenditure dated 20th Sept 2016 The undersigned is directed to refer to this Department O.M. of even number dated 25th July, 2016, it was clarified that all Central Ministries/ Departments may relax condition of prior turnover and prior experience in public procurement to all Start-ups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to meeting of quality and technical specifications in accordance with the relevant provisions of GFR, 2005, subject to evaluation by the Technical Committee.	



v	Clause-by-Clause compliance of RFP terms (Scope of work, Prequalification requirements, Eligibility conditions for BIDDER , General commercial conditions and Special conditions) and all corrigendum with supporting documents as per Annexure-I.
vi	Undertaking as per Annexure -II
vii	A Pre-Contract Integrity Pact as per the format given in Annexure-III.
viii	A Bid Security declaration in lieu of the Earnest Money Deposit (EMD) as per format given in Annexure-IV.
ix	Bidder Profile as per Annexure V
x	Technical literature/Brochures of the products.

C	FINANCIAL CONDITIONS(Financial Evaluation)
i.	The Financial Proposal shall be opened only for technically qualified proposals as per Scope of work , Pre-qualification requirements and eligibility criteria
ii.	The BIDDER, who offers lowest financial quote shall be selected as the additional OEM for the subject tender .
iii	ITI has the discretion to submit two OEMs ONT make as per end customer tender requirement. Hence ITI has the discretion to negotiate with the selected OEMs selected from the EoIs floated by ITI for addressing the BSNLTender Enquiry No.– MM/NWP-BB/ONT/T-802/2024 issued on 01.08.2024 and its corrigendum's.
iv.	The BIDDER shall quote their best quote for “Single and Dual Band ONT” as per the format given in the Financial Bid at Annexure-V.

7. SUBMISSION OF PROPOSAL

- a. The OEM selected through the EOI process vide Ref: CORP/MKTG/ONT/BSNL/12 Date: 23/08/2024 need not apply for the subject EOI.
- b. Interested parties, meeting the Pre-Qualification Requirements (PQRs), are invited, under e-tender mode, to submit the Technical Proposal and Financial Proposal, in response to this RFP
- c. The Bidding (For both Technical and Financial Part of the Bid) would be subjected to an On-line / 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/>.

- d. The Technical Bid and financial 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/>.
- e. ITI Limited's RFP document can be downloaded from ITI Limited web site www.itiltd.in or CPP portal 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.
- f. Any clarifications regarding the tender can be obtained from CMR- Mktg, Corporate Marketing, Corporate Office, ITI Limited, Dooravaninagar, Bengaluru– 560016 email: vrsakum_crp@itiltd.co.in, bindums_crp@itiltd.co.in, Mob: 9535325537/8078535507
- g. Technical bids will be opened at **12.30 PM on 10-10-2024**
- h. All the bids will be scrutinized for turnover, experience and compliance to the EOI terms & conditions.
- i. Financial Bid opening will be done after the evaluation of Technical bid (Only for technically qualified bidders).
- j. The successful bidder will be selected on the lowest quote offered to ITI Limited
- k. **Payment terms** will be as per end customer tender/PO and will be done preferably on back-to-back basis, through an Escrow account". Payment terms are open to choice; ITI Limited shall be in position to evaluate/analyse the price bids received with different terms & Conditions.
- l. **LD Clause:** LD shall be as per ITI LTD Clauses (@ 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) OR as per the end customer PO/tender clause whichever is higher.
Any Liquidated Damage (LD) imposed by BSNL for delayed deliveries as per the terms and conditions of BSNL's tender, same will be passed on to the partner in proportion of their responsibility and cause of LD.
- m. Performance Bank Guarantee as per the customer tender terms and conditions and as per the value of supply.



- n. Delivery Schedule will be as per BSNL tender
- o. Bid offered should be valid for a period of 180 Days from the date of opening of EOI response.
- p. Conditional offers are liable for rejection.
- q. Consortium is not allowed to bid in this EOI.
- r. The bidder to indemnify ITI LTD from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.
- s. 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.
- t. 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.
- u. ITI LTD reserves the right to undertake services likes installation and commissioning activities, Annual Maintenance Contract (AMC) etc. up to 50%(proportionate to the scope of work)
- v. 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.
- w. 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.
- x. The partner should be willing for Technology transfer to ITI at a later stage for which the terms and conditions will be discussed and finalized through a separate TOT Agreement
- y. All terms and conditions of the BSNL Tender will be binding on back to back basis to the selected partner.

8. GENERAL CONDITIONS

- 8.1. Submission of response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its Scope, Specifications, Terms, conditions & Implications.
- 8.2. Period of Validity of offers: The offer shall remain valid for a period of at least 180 days from the due date of offer submission. Offers valid for a shorter period shall be rejected.
- 8.3. Language of offers: The offers prepared by the vendor and all the correspondences and documents relating to the offers exchanged by the BIDDER, shall be written in English language.
- 8.4. Authorized Signatory: All certificates and documents received as part of the offer shall be signed by the Authorized Representative (Authorized by valid power attorney along with resolution of board for authorizing the person signing the bid). The power of



authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the BIDDER shall be submitted when demanded by ITI.

- 8.5. ITI Limited reserves the right to suspend or cancel the RFP 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.
- 8.6. Cost of RFP: The BIDDER shall bear all costs associated with the preparation and submission of his/ her response against this RFP, including cost of presentation for the purposes of clarification of the offer, if so desired by ITI Limited. ITI Limited will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the RFP process.
- 8.7. The BIDDER shall be ready to give clarifications on any part of the offer to ITI Limited.
- 8.8. Amendment of RFP: At any time prior to the last date for receipt of offers, ITI Limited, may, for any reason, whether at its own initiative or in response to a clarification requested by an BIDDER, modify the RFP document by an amendment. In order to provide BIDDER s reasonable time to take the amendment into account in preparing his / her offer, ITI Limited 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 RFP.
- 8.9. Disclaimer: ITI Limited and/or its officers, employees disclaim all liabilities from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of ITI Limited and/or any of its officers, employees.
- 8.10. Accessibility of RFP Document: Complete RFP document with terms and conditions is provided in the following websites
- (i) <https://www.itilttd.in/>
 - (ii) <http://eprocure.gov.in/>
 - (iii) <https://itilimited.ewizard.in/>



Annexure-I

Clause by clause Compliance Statement

Section Details		Clause Numbers	Compliance (YES/NO)	Documentary Reference, If any
Technical BID				
4.	Scope of Work	4.1 to 4.7		
5.	Pre-Qualification Requirements	5.1 to 5.5		
6. A	Essential Eligibility Criteria for the Applicants	(i) to (xvi)		
6. B	Special Conditions	(i) to (viii)		
6. C	Financial Conditions	(i) to (iii)		
Financial Bid		Annexure-V		



Annexure-II

Undertakings (To be in BIDDER 's Letter Head)

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

1. should not be blacklisted/debarred by Ministry of Communication or by BSNL or by Department of Expenditure (DOE), Ministry of Finance (MOF) covering all central Ministries/ Departments as per provision of OM No.F.1/20/2018-PPDby Department of Expenditure (DoE), MoF dated on 2nd Nov 2021, as on Bid submission dateAlso we agree to implement the project (scope of work as per Tender terms and conditions including investment).
2. We undertake to submit Bid Security declaration, as per format Annexure IV, in lieu of Earnest Money Deposit.
3. That we have adequate manpower with qualifications, certifications and experience as may be required to provide TOT to ITI Limited as well as to provide services/support to the customer as per their tender/PO requirement.
4. We will obtain all the required certificates/approvals as per customer tender requirement.
5. We undertake to obtain relevant statutory approvals for the product.
6. We are willing to sign MoU/TOT Agreement, Integrity Pact with ITI Limited for addressing the customer requirements as per customer's tender terms and conditions.
7. We undertake to indemnify ITI Limited from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc. as charged by the customer.
8. All software upgrades, patches and Licenses to be provided free of cost, as and when they are released by OEMs.
9. The BIDDER should give certificate/undertaking stating that all the hardware / software supplied under the contract shall not contain any embedded malicious codes that could inhibit the desired functions of the equipment or cause malfunction of equipment in any manner.
10. Bidder 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. An undertaking by the bidder should be submitted.
11. Bidder 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. Undertaking in this regard to be submitted.

Signature:

Name:

Designation of Authorized Signatory:



Annexure-III

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 2024

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 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 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 Limited are as under:

Shri Atul Jindall, IFS (Retd.)



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

- 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.



ANNEXURE-IV
Bid Security Declaration

Dated:

To
ITI LIMITED
Corporate Marketing,
Corporate Office,
Dooravaninagar, Bangalore-560016
Sir,

Subject: RFP Ref: CORP/MKTG/ONT/BSNL/12 dated for the For the Selection of Partner (OEM) for supply of ONT

We, the undersigned, declare that:

1. I/We understand that, according to the general conditions of RFPs, offers must be secured with a bid security or to be supported with a Bid-Security Declaration.
2. Accordingly, in lieu of Bid security, I/We unconditionally declare that:
 - (a). I/We undertake to stand to all our statements and declarations towards this RFP as agreed upon by us.
 - (b). I/we will not alter or change any of the conditions during the validity and after our selection as successful Technology Partner and award of this RFP.
 - (c). I/We will abide by all the terms and conditions of the RFP.
 - (d) I/we fully understand that I/we will be automatically disqualified and barred from bidding for any contract and doing business for a period of two (2) years upon receipt of your Barring/Blacklisting/Suspension Order,
 - (e) I/we will pay the applicable fine or damages as provided by any stipulation or guidelines from the appropriate authority in this regard for the violation of PoC Securing Declaration; and,
 - (f) I/We undertake to comply above, without prejudice to other legal action or remedies ITI Ltd. may have, to secure itself from the damages and losses incurred due to the act of default or violation by undersigned company/entity.

Duly authorized to sign the bid for and on behalf of:

[Insert complete name of BIDDER]

Dated on _____ day of _____ [insert date of signing] Corporate Seal (where Appropriate).



ANNEXURE-V

1. 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 3 financial years (Rs in Cr)	2021-22	2022-23	2023-24
6.	Net worth for the year 2023-24 (Rs in Crs)			
7.	GST Registration number			
8.	PAN Number			
9.	CIN Number, if applicable			
10.	Number of technical manpower in company's rolls			
11.	In case of consortium, details of each consortium member & their scope of work			
12.	Packages Interested			

(Signature and Stamp of the Bidder)

Annexure VI

Financial Bid (To be uploaded in the portal)

S.No	SoR Item Description	Total tendere d quantity	Basic Unit Price excluding all taxes & charges	FF packing		GST						A l l i n c l u s i v e U n i t c o s t	Amount of Input tax Credit (ITC) to be availed by BSNL	Unit price excluding ITC amount (net unit cost to BSNL)	Total price inclusive of all levies and charges but excluding ITC (net total cost)	HSN for goods and SA C for services	TDS Rate	TDS Section
				Rate *	Amount	CGST		SGST		IGST								
						Rate	Amount	Rate	Amount	Rate	Amount							
1	2	3	4	5	6=5 x 4	7	8=7x(4+6)	9	10=9x(4+6)	11	12=11x(4+6)	13=4+6+[(8+10) or 12]	14=(8+10) or 12	15=13-14	16=3x15	17	18	19
1	Dual Band ONT	10 lakh																
2	Single band ONT	5 lakh	0.6*X	To be computed by bidder taking – X is the quoted basic price for dual band ONT (S no 1)														
3	Sum Total																	

Note for Bidder

1. Bidder must mandatorily quote for all GST components (CGST, SGST, IGST) as required



2. The bidder who submits the offer with concessional Goods and Services Tax (GST) shall submit the proof of applicable concessional GST. In case the concessional GST is not creditable to ITI, it should be included in the price of the goods/services.
3. In case, dealer is registered under compounding scheme or any rule/notification where the ITI is not eligible for input tax credit then the bidder should the amount in col 14 as 0.
4. * %age Rate of FF & packing should be shown of Basic Unit Price excluding all taxes & charges (i.e as %age of Col.4) The same % will be applicable for single band ONT.
5. The FF& packing amount quoted shall not be subject to change after bid evaluation/ordering
6. Bidder must mandatorily mention HSN for product & SAC for CRC service @ 20% of Basic Cost (cost excluding FFP&I and GST)
7. The quantity distribution of dual band and single band is indicative as mentioned by BSNL and BSNL reserves the right to change the qty subject to total quantity of 15 lakh.
8. Prices quoted to include warranty period of 2 years and Comprehensive repair period of 3 years