



ITI LIMITED

Network Systems Unit

(A Govt. of India Undertaking)

Dooravaninagar. P.O. Bengaluru – 560 016

Tel : 080-25660502, 25660508

www.itiltd-india.com

EXPRESSION OF INTEREST

RefNo: NSU 9H 10 D

Date: 31 /08 /2019

Expression of Interest for Selection of Partner for survey, laying of OFC by way of trenching, duct laying, pulling of OF Cable or Overhead OFC laying, Installation and Testing and Commissioning of GPON equipment for Gujarat Fiber Grid Network Limited Project in the state of Gujarat

Last date for submission: 12/09/2019 at 12:30 pm

Date of opening: 12/09/2019 at 3:30 pm at

**MM Department, ITI Limited
F-100, West Wing, Network Systems Unit
Doorvani Nagar
Bangalore-560016
Ph: 080-25660502, 25660508**

Introduction

We ITI Limited, A Central Public Sector Undertaking coming under the Department of Telecommunication in the Ministry of IT and Communications. We were the pioneers in Telecom industry in India and diversified our product line to meet the vision of “Digital India” of our Hon’ble Prime Minister. ITI has brought all the diversification under ICT/IoT/IT to meet the objective.

ITI is having 6 manufacturing plants spread across India for manufacturing various ICT products and continuous R&D in the secure transmission and storage of precious Data. ITI is being executing various projects for Defense, BSNL, MTNL financial Institutions and major MNCs in secure data transmission and storage. ITI is having Regional Offices in pan India for marketing and after sales support for the products. Identifying customer needs and providing apt solution in convenient price along with customer satisfaction is prime motto of ITI.

Project Overview

BharatNet is the ambitious project of Government of India to extend broadband connectivity to each and every village in the country. The project is spearheaded by Bharat Broadband Network Limited (BBNL) under Department of Telecommunications under the Ministry of Communications. In the phase I of this project, more than 100,000 Gram Panchayats were covered which got completed in December 2017. BBNL further launched to cover the balance nearly 1.50 Lakh Gram Panchayats with fibre connectivity in all the states. The activity is to provide infrastructure from Block level to GP level through fibre and get broadband connectivity up to at each GP.

The project is now under execution in many states either directly by the states or by BBNL or its nominated PSUs.

ITI has been awarded implementation of BharatNet Phase II project in Gujarat state, Gujarat Fibre Grid Network Limited (GFGNL) RFP vide ref. no. GFGNL/DST/BharatNet – PIA/2018/30 dated 23rd March 2018. The RFP documents, clarifications issued by GFGNL to the Partners and addenda to the RFP (and its addendums) can be accessed at <https://dst.gujarat.gov.in/tender.htm>.

Scope of Work:

1. Conducting Site survey/ Route survey for the entire OFC laying route and preparation of report for the approval of ITI and GFGNL. Approval from ITI/GFGNL is mandatory to start the OFC laying work.
2. Preparation of applications for RoW permits from concerned agencies for laying of OFC and submit them to the agencies after approval from ITI and GFGNL. The selected Partner shall also get the RoW permissions in time from concerned agencies such that there is no hold up in the OFC laying work. ITI, along with GFGNL, will extend necessary help in this regard. Any charges applicable for getting RoW permits shall be paid by the selected Partner (“Contractor”) and the same shall be reimbursed on submission of original payment receipts, on getting reimbursement from GFGNL.
3. Installation and testing and commissioning of OLT and ONT in BSNL exchanges and the ONTs are normally to be installed in Gram Panchayats. (ONT locations might vary as per the instructions of

GFGNL). The activity shall include preparation of checklist, verifying the readiness of sites for commissioning of OLTs/ONTs, liaise with BSNL and GP authorities for getting the site ready etc.

4. Establishment of at least one warehouse in each Zone for storing the materials, like, OFC, duct etc. The Contractor shall establish and maintain the warehouse(s) with security back up and insurance coverage for the temporary storage of materials required for OFC laying work. A proof for having set up the warehouse(s) shall be submitted by the Contractor to ITI within 15 days of ITI's Purchase Order.

Confidentiality

All information contained herein and the enclosures are confidential information. By accepting this the recipient Partner agrees that the information will be held in confidence and will not be reproduced, disclosed or used in whole or in part without Prior permission of ITI. Similarly, ITI will not divulge any information contained the offers of the Partners without their consent.

ITI will evaluate the EOI based on the set criteria and will choose to short list qualified Partners. Only the eligible would then be invited by the ITI for further discussion.

Interested OS Partner who wish to respond may kindly submit the following details along with the required supporting documents.

A	Technical Bid	
1	Scope of Work	<p>EOI FOR Selection of OS Partner for “Survey & Laying of OFC by way of Trenching, Duct Laying, Pulling of OF Cable or Overhead OFC laying, Installation and Testing and Commissioning of GPON equipment forGujarat Fiber Grid Network Limited Project in the state of Gujarat”</p> <p>For further details Eoi document may be downloaded from http://tenders.itilttd-india.com or CPP portal https://eprocure.gov.in</p> <p>Bid document fee of Rs. 10000/- (Rs. Ten thousand only) shall be applicable. This shall be submitted as a Demand Draft or Pay Order drawn from a Scheduled Bank/Post Office in favour of ITI Limited, NS Unit, Dooravaninagar, Bangalore - 560016, along with the bid document. The bid document fee is non-refundable. Bid shall be valid for at least 180 days from the date of Bid opening.</p> <p>Last date for submission:12/09/2019 at 12:30 pm Date of opening: 12/09/2019 at 3:30 pm</p>

2(i)	General Eligibility Criteria of Applicants
A.	The Partner must be a single legal entity registered in India under the Company Act, 1956 and should be operating in India for the last three years as on 31/03/2018. Documentary Proof: Photocopy of Certificate of Incorporation, photocopy of Articles of Memorandum of Association of the company(s)
B.	Undertaking for willingness to work with ITI as per customer tender / EOI etc. terms and conditions including warranty & post-warranty services. implementation of the project .
C.	The Partner must have an average annual turnover of minimum INR 3 Crores for the last three years (FY 16-17, FY 17-18, FY 18-19) in their chosen field Documentary Proof: CA certificate stating the overall turnover details for the last three years (FY 16-17, FY 17-18, FY 18-19) with name, seal and registration number of CA - Audited Balance Sheets and Profit & Loss Statements for the (FY 16-17, FY 17-18, FY 18-19)
D.	Partner should have the experience of installation and commissioning of GPON equipment. Documentary proof should be enclosed in this respect.
E.	The Partner should have Pan India presence preferably in Gujarat and willing to work with ITI in PAN India on requirement. Documentary Proof: Proof of address, willing letter in company letter head
F.	Should have a positive net worth for the last audited Financial Year. Documentary Proof: Audit statement
G.	The Partner should be in a position to furnish performance guarantee as per the tender criteria on receiving the order.
H.	Copies of GST registration shall be submitted as part of EoI.
I.	Partner / OEM should not be blacklisted in India / ineligible to participate for bidding by any State / Central Govt. departments / PSU / Autonomous Body due to unsatisfactory performance, breach of general or specific instructions, corrupt / fraudulent or any other unethical business practices or barred from participating in government projects due to security reasons.as on submission of EOI proposal. Undertaking for Non-blacklisting to be furnished in PARTNER company's letter head as in Annexure IV
J.	Undertaking expressing willingness to sign MOU with ITI
K.	Undertaking to submit EMD (while submitting the bid to the customer) of Rs.15,00,000/- (Towards bid security paid Electronically through internet banking/Demand Draft from any Nationalized Bank.), Bid document fee Rs. 10000/- & Performance Bank Guarantee of Rs. 50 Lakhs valid for 18 months from the date of Purchase Order released to the successful Partner, within 15 days of ITI's Purchase Order. The validity of the PBG shall be extended in case of failure to complete the work within the original delivery time line. Partner has to provide EMD while submitting the bid & PBG to ITI as per tender terms and condition. Please refer Annexures VII and VIII.

L.	Funding Plan indicating how the fund will be mobilized for carrying out the job Bankers Solvency Certificate issued during last 6 months for minimum amount of Rs.1 crore
M.	Manpower details to be furnished
N.	Support center details to be furnished, if applicable as per requirements.
O.	The Partner should have sufficient no of HDD machines, JCB's, Trenching machines, cable blowers, splicing machines, OTDR, DGPS and other tools / instruments to complete the OFC laying work in all respects end to end . List of machineries (owned / hired) in detail (Name, Make, Model No and qty) etc for deployment to complete the allotted job in schedule time as a proof to be submitted along with bid

2(ii) Checklist of documents/information to be submitted:

		Submitted Yes / No	Page No.
a.	Company Profile		
b.	Certificate of Incorporation		
c.	Memorandum & Articles of Association		
d.	Audited financial statements for the last 3 years 2016-17, 2017-18, 2018-19 and CA certificate as per 2(i)C		
e.	Positive Net Worth Certificate.		
f.	<i>Quality certificate like ISO certification</i>		
g.	Undertaking as per clauses 2(i) B, I, K & L in company letterhead		
h.	GST Registration Certificate.		
i.	Copy of PAN Card		
j.	CIN (Corporate Identity Number), if applicable		
k.	Authorization letter in the company letterhead authorizing the person signing the bid for this EOI and Power of Attorney (POA)		
l.	Undertaking in letter head to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc.		
m.	Partners Details as per Annexure I		

n.	Clause by clause compliance of EOI terms with references to supporting documents as per Annexure III		
o.	Pre-Contract Integrity Pact as per Annexure X		
p.	Supporting documents as per 2(i) D, E		
q.	Undertaking on company's letter head as per clause 19		

Special Terms and condition:

1. The scope of work for selected partners will be around 400 Km spreading over 5 to 8 OLT's
2. In case of work awarded, the Partner need to make sure OLT to OLT connectivity and total Km as per the scope of work.
3. One partner will be allotted only 2 OLT at a time and further allocation will depend on his performance.
4. Strictly completion of respective allotted work in sixty days.
5. The expenses incurred towards the work like survey, obtaining / processing for ROW permission already carried out by current partner will be deducted from the selected partner based on the scrutiny of the expenses by the tender committee.
6. Capable vendors can only participate in presentation. They should submit 4 documents (Profile, 3 Work order reference, Balance sheet).
7. All terms and conditions of ITI tender, RFP of GFGNL project and subsequent amendments / modifications / alterations issued by ITI Ltd are to be strictly followed by partner
8. Payment will be made as per rates per running meter of Trenching and Ducting (**T & D**) carried out by the partner.
9. The rates for multiple duct laying wherever applicable will be decided by the empowered committee.
10. No further work will be allotted, if the allotted work is not completed within the stipulated time schedule.

11. the selected partner should deposit PBG of Rs. 50,00,000/- within seven working days from the date of selection of the Partner.

12. One party should not take more than 2 OLT of their choice.

13. Existing discovered rates will be applicable for placing an order for first go and allocation of OLT wise order.

14. All other terms will remain same except payment term and completion of work in 60 days from the date of purchase order.

15. Partner will be responsible for any shortcoming in the Bill of Material (BOM) and the same should be rectified free of cost.

16. Partner should be willing to sign an exclusive agreement with ITI for smooth execution of the project.

17. All commercial terms will be as per the Customer RFP/PO.

18. Earnest Money Deposit (EMD) / Bid security required for submitting the bid will be borne by the selected agency.

19. All CVC circulars/ statutory guidelines as applicable needs to be followed.

20. The Successful Partner shall be responsible for preparing the bill of quantities (BOQ) based on GIS Survey as called for in the tender for bidding against the RFP.

21. Payment terms: The payment to ITI's partner shall be made on back to back basis. i.e., the payment will be released as and when the payment is released by end customer for the corresponding work executed by the partner.

22. This Invitation for EOI is to select the agencies for Carrying out the work OLT wise. The Partner must not withdraw after having selected for execution of work.

23. The technical bid must contain the whole EOI document duly signed and stamped and marked as "Accepted & Complied" in all the pages by the Partner as an acceptance of all the EOI terms & conditions.

24. Undertaking (on PARTNER company's letter head) of 'No Objection / No Claim / No Compensation' from ITI Limited, N S Unit, Dooravaninagar, Bangalore – 560016. if this EOI is cancelled at any stage of evaluation process by ITI or the EOI is cancelled by the end customer (as per annexure IX)

25. All pages of the supporting documents for technical bid along with this EOI should be numbered, signed and sealed by the Partner (authorized signatory as per checklist 'k').

26. The Technical Bid for EOI should be super scribed with words “**Technical Bid**”

27. The selection of the Partner by committee as per their presentation and discussion after submitting of Eoi with

- **Company profile,**
- **Capability presentation,**
- **Team structure**
- **Execution plan to complete the work in 60 days.**

General Terms and conditions:

1. Delay caused due to courier / posts will not be considered by us.
2. Bids submitted after due date & time will not be considered for evaluation and it is the responsibility of Partner to submit the bids in time.
3. The bids should be spiral bounded and each page should be serial numbered.
4. Bid should be valid for a period of 180 days from the date of opening of EOI response.
5. Conditional offers are liable for rejection.
6. The Partners should give Clause by clause compliance (as per annexure III) of EOI with references to supporting documents; otherwise, the offers are liable for rejection.
7. The vendor to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc. as charged by the customer.
8. Consortium not allowed.
9. **Cost of EOI:** The Partner 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. ITI will, in no case be responsible or liable for those costs, regardless of the conduct or outcome of the EOI process.
10. **Amendment of EOI:** At any time prior to the last date for receipt of offers, ITI, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Partner, modify the EOI document by an amendment. In order to provide prospective Partner reasonable time in which to take the amendment into

account in preparing their offers, ITI may, at their discretion, extend the last date for the receipt of offers and/or make other changes in the requirements set out in the Invitation for EOI.

11. **Disclaimer:** ITI 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 and/or any of its officers, employees.
12. ITI will not consider any or all of the bids if they are not meeting EOI requirements.
13. The Partner shall refer the ITI's website for any updates in EOI.
14. ITI reserves the right to suspend or cancel the EOI process at any stage, to accept, or reject any, or all efforts at any stage of process and/ or to modify the process, or any part thereof, at any time without assigning any reason, without any obligation or liability whatsoever.
15. The interested SIs may like to discuss the customer EOI related information, EOI Bidding Conditions, Bidding Process and clarifications, if any with the Deputy General Manager -MM, Network Systems Unit

The EOI may be sent to below mentioned address:

To

Deputy General Manager- MM, Network Systems Unit

ITI Limited

F-100, West Wing, Bangalore Complex

Doorvani Nagar

Bangalore-560016

Ph: 080 -25660502,25660508

Email:materials_nsu@itilttd.co.in

PARTNER'S PROFILE

1.	Name and address of the company			
2.	Contact Details of the Partner (Contact person name with designation, Telephone Number, FAX, E- mail and Web site)			
3.	Area of business			
4.	Annual Turnover for 3 financial years (Rs. in Lakhs)	2016-17	2017-18	2018-19
6.	Net worth for past 3 financial Years	2016-17	2017-18	2018-19
6.	Date of Incorporation			
7.	CIN Number, if applicable			
8.	GST number			
9.	PAN Number			
10.	Number of technical manpower in company's rolls			

Note: Documentary evidence for above details to be submitted.

Technical / Financial Eligibility Criteria

EoI Ref No with date	Documentary Proof to be submitted
Name of the organization (Company Partnership firm / Proprietorship concern, etc.)	
Certificate Reference of Registration	
Date of Incorporation / Registration	
Area of Business for which firm is registered	
GST Registration	
PAN No.	
IT Return Filed up to	
Annual Turnover for the last 3 FYs as per Audited Accounts	
(a) Year 2018-19	
(b) Year 2017-18	
(c) Year 2016-17	
Annual profit for the last 3 FYs as per Audited Accounts	
(a) Year 2018-19	
(b) Year 2017-18	
(c) Year 2016-17	
Net worth as per Audited Accounts for the last Financial Year	
Solvency Certificate issued during the last 6 months	
Past experience of handling project / works (business category-wise)	
(a) Amount & Details of PO Received	
(b) Amount & Details of PO Executed / completed along with completion certificates	

The Partner must provide atleast three work orders	
Previous experience with ITI Limited if any.	
Acceptance for submitting EoI fee EMD, PBG (if required)	
Acceptance for all terms and conditions of customer on back to back basis	
Man Power Details	
(a) Technical	
(b) Non-Technical	
(c) Details of Resources: (i) HDD Machine (ii) JCB (iii) Trencher (iv) Blowing Machine (v) OTDR (vi) DGPS (vii) Other relevant tools and accessories	

COMPLIANCE STATEMENT

Ref: _____

Date: _____

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

NON-BLACK LISTING – PARTNER’S UNDERTAKING

(To be submitted either by authorized signatory or proprietor or each partner / director in case of partnership firms / companies on PARTNER Company’s letter head)

I, _____ son / daughter / wife of Shri _____ Proprietor / Partner / Director / Authorized Signatory / Representation of M/s. _____ (name and address of the PARTNER) are competent to sign this declaration and execute the tender document regarding _____ (nature of work of the tender);

I, _____ resident of _____ hereby certify that our company has not been blacklisted or debarred in the past by any of State / Central Govt. departments / PSU / Autonomous bodies.

Or

I, _____ resident of _____ hereby certify that our company was blacklisted or debarred in the past by any of State / Central Govt. departments / PSU / Autonomous bodies from taking part in the Government tenders for a period of ____ years w.e.f. _____. The period is over and now the company is entitled to take part in Government tenders.

In case at any stage it is found that the information given by me is false / incorrect the purchaser shall have the absolute right to take any action as deemed fit / without any prior information to me;

I have carefully read and understood all the terms and conditions of the tender document and undertake to abide by the same;

I also undertake that our firm will observe all legal formalities and / or obligations under the contract well within time. In case of failure to observe any of the legal formalities and / or obligations, I shall be personally liable under the appropriate law;

The information / documents furnished along with the tender document are true and authentic to the best of my knowledge and belief. I am well aware of the fact that furnishing of any false information / fabricated documents would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

(Signature of PARTNER, with Official Seal)

ACCEPTANCE FOR SUBMITTING EOI Document FEE – EMD – PBG

(To be submitted by PARTNER on their company letter head)

Ref: _____

Date: _____

To
The Deputy General Manager-MM,
ITI LIMITED,
N S UNIT
Dooravaninagar
Bangalore- 560016.

Dear Sir,

Sub: Acceptance for submitting tender fee – EMD – PBG

Tender Ref No.: _____

Name of the work: _____

We, M/s. _____ (name of PARTNER) hereby declare that we
solely agree to pay the tender fee – EMD – PBG of amount Rs. _____,
Rupees _____

_____ (in words)
to ITI Limited, Network Systems Unit, West Wing F-100, Dooravaninagar, Bangalore-560016 -
as part of submitting the above said tender as per the terms and conditions of Customer
Tender.

Yours faithfully,

(Signature of the Partner, with Official Seal)

EMD BANK GUARANTEE – BANKER’S UNDERTAKING*(As per terms and conditions of the Tender)*

WHEREAS M/s. _____
 _____ (Name and Address
 of the Company) having their registered office at _____
 _____ (Address of
 the company’s registered office) (hereinafter called the ‘Tenderer’) wish to participate in the
 Tender Ref no. _____ for _____

 _____ of (supply / work) of _____
 _____ (Name of the work) for _____

_____ Deputy General Manager, ITI Limited, Network Systems Unit, West Wing
 F-100, Dooravaninagar, Bangalore-560016 and WHEREAS a Bank Guarantee for (hereinafter
 called the ‘Beneficiary’) Rs. _____ (Amount of EMD) valid till
 _____ (date of validity of this Guarantee which will be four months beyond
 initial validity of Tender’s offer) which is required to be submitted by the Tenderer along with
 the Tender.

We, _____
 _____ (Name of the Bank
 and address of the Branch giving the Bank Guarantee) having our registered office at

 _____ (Address of Bank’s registered office) hereby give
 this Bank Guarantee No. _____ dated _____ and
 hereby agree unequivocally and unconditionally to pay immediately on demand in writing
 from the Deputy General Manager, ITI Limited, Network Systems Unit, West Wing F-100,
 Dooravaninagar, Bangalore-560016 or any officer authorized by it in this behalf any amount
 not exceeding Rs. _____ (Amount of EMD), Rupees

 _____ (in
 words) to the said Deputy General Manager, ITI Limited, Network Systems Unit, West Wing F-
 100, Dooravaninagar, Bangalore-560016 on behalf of the Tenderer.

We, _____ (Name of the Bank) also agree
 that withdrawal of the tender or part thereof by the Tenderer within its validity or
 nonsubmission of Security Deposit by the Tenderer within one month from the date of tender
 or a part thereof has been accepted by the Deputy General Manager, ITI Limited, Network
 Systems Unit, West Wing F-100, Dooravaninagar, Bangalore-560016 would constitute a
 default on the part of the

Tenderer and that this Bank Guarantee is liable to be invoked and encashed within its validity by the Beneficiary in case of any occurrence of a default on the part of the Tenderer and that the encashed amount is liable to be forfeited by the Beneficiary.

This agreement shall be valid and binding on this Bank up to and inclusive of _____ (date of validity of Bank Guarantee) and shall not be terminable by notice or by Guarantor change in the constitution of the Bank or the firm of Contractors / Suppliers or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given, conceded or agreed with or without our knowledge or consent, by or between parties to the said within written contract.

Signature of the Bank's authorized Signatory with Seal

Place:

Date:

Branch Code:

Address of the Bank:

Telephone:

Fax No:

PERFORMANCE BANK GUARANTEE – BANKER’S UNDERTAKING

(As per terms and conditions of the Tender)

We, _____ (Name of the Bank) hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Deuty General Manager, ITI Limited, Network Systems Unit, West Wing F-100, Dooravaninagar, Bangalore-560016 or any officer authorized by it in this behalf any amount up to and not exceeding Rs. _____,

Rupees _____
_____ (in words) to the said ITI Ltd, Bangalore on behalf of M/s. _____ who have entered into a contract for the supply / works specified below:

Tender Ref No. _____ **dated** _____.

This agreement shall be valid and binding on this Bank up to and inclusive of _____ and shall not be terminable by notice or by change in the constitution of the Bank or the firm of Contractors / Suppliers or by any other reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given conceded or agreed, with or without our knowledge or consent, by or between parties to the said within written contract.

Signature of the Bank’s authorized Signatory
With Official Seal

Place:

Date:

Branch Code:

Address of the Bank:

Telephone:

Fax No:

EoI CONDITIONS ACCEPTANCE LETTER

(To be submitted by PARTNER on their company letter head)

Ref: _____

Date: _____

To
The Deputy General Manager-MM,
ITI LIMITED,
N S UNIT
Dooravaninagar
Bangalore- 560016.

Dear Sir,

Sub: Acceptance of Terms and conditions of the Tender

Tender Ref No.: _____

Name of the work: _____

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender / Work' from the web site(s) namely: <https://eprocure.gov.in/eprocure/app>, <http://www.itilt-d-india.com/Tender-EoI> and I / We have not tampered the tender document issued vide Tender No. _____ dated _____.
2. I / We have completely read the customer tender for the subject work.
3. I / We hereby certify that I / We have carefully read, understood and accept all the terms / conditions / clauses of the tender and I / We shall abide by them.
4. The corrigendum(s) issued from time to time by your department / organization too has also been taken into consideration, while submitting the acceptance letter.
5. I / We hereby unconditionally accept the tender conditions of the above mentioned tender document(s) / corrigendum(s) in totality / entirely.
6. In case any provisions of this tender are found violated, your department / organization shall be at liberty to reject this tender / bid including the forfeiture of the full said earnest money deposit absolutely and we shall not have any claim / right against it in satisfaction of this condition.

Yours faithfully,

(Signature of the Partner, with Official Seal)

DECLARATION FOR NO CLAIM / NO OBJECTION

(To be submitted by PARTNER on their company letter head)

Ref: _____

Date: _____

To
The Deputy General Manager-MM,
ITI LIMITED,
N S UNIT
Dooravaninagar
Bangalore- 560016.

Dear Sir,

Sub: Declaration of No Claim / No Objection.

Tender Ref No.: _____

Name of the work: _____

We, M/s. _____ (name of PARTNER) hereby declare that we solely agree not to claim any kind of compensation or not to raise any objection for Deputy General Manager, ITI Limited, Network Systems Unit, West Wing F-100, Dooravaninagar, Bangalore-560016 at any stage of evaluation if this EOI has been cancelled by ITI or tender of end customer with reference to the above said tender.

Yours faithfully,

(Signature of the Partner, with Official Seal)

PRE-CONTRACT INTEGRITY PACT

(This agreement has to be submitted in Rs.20/- NON-JUDICIAL stamp paper along with bid)

GENERAL

This pre-bid pre-contract agreement (hereinafter called the Integrity Pact) is made on day of the month of, between, Deuty General Manager, ITI Limited, Network Systems Unit, West Wing F-100, Dooravaninagar, Bangalore-560016 India, (hereinafter called the "**BUYER**", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s (*Name and address of the Partner*) (hereinafter called the "**PARTNER**" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to invite Expression of Interest (EoI) for selection/ empanelment of technology partner for a technical tie-up with ITI for the marketing/manufacturing of (*name of the product*) and the **PARTNER** is willing to participate in the EoI as per the terms and conditions mentioned thereon;

WHEREAS the PARTNER is a private company/ public company/ Government undertaking/ partnership company (*strike off whichever is not applicable*), constituted in accordance with the relevant law in the matter and

WHEREAS the BUYER is a CPSU Company under the Department of Telecommunications, Ministry of Communications & IT, Government of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

Enabling the **BUYER** to select/ empanel a technology partner for the marketing/ manufacturing of ... (*name of the product*) through the EoI in a transparent and corruption free manner, and Enabling **PARTNER** to abstain from bribing or Indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the **BUYER** will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the BUYER

1.1 The **BUYER** undertakes that no official of the **BUYER**, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or

immaterial benefit or any other advantage from the **PARTNER**, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The **BUYER** will during the pre-contract stage, treat all **PARTNERS** alike, and will provide to all **PARTNER** the same information and will not provide any such information to any particular **PARTNER** which could afford an advantage to that particular **PARTNER** in comparison to other **PARTNERS**.

1.3 All the officials of the **BUYER** will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the **PARTNER** to the **BUYER** with full and verifiable facts and the same is prima facie found to be correct by the **BUYER**, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the **BUYER** and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the **BUYER** the proceedings under the contract would not be stalled.

3 Commitments of PARTNER

3.1 The **PARTNER** commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

- a) The **PARTNER** will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the **BUYER**, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- b) The **PARTNER** further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the **BUYER** or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or, execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- c) **PARTNER** shall disclose the name and address of agents and representatives and Indian **PARTNER** shall disclose their foreign principals or associates.

- d) **PARTNER** shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/contract.
- e) The **PARTNER** further confirms and declares to the **BUYER** that the **PARTNER** is the original manufacturer/ integrator and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the **BUYER** or any of its functionaries, whether officially or unofficially to the award of the contract to the **PARTNER**, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such, intercession, facilitation or recommendation.
- f) The **PARTNER** either while presenting the bid or during pre-contract negotiations or before signing the contract, shall 'disclose any payments he has made, is committed to or intends to make to officials of the **BUYER** or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- g) The **PARTNER** will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- h) The **PARTNER** will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- i) The **PARTNER** shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the **BUYER** as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The **PARTNER** also undertakes to exercise due and adequate care lest any such information is divulged.
- j) The **PARTNER** commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- k) The **PARTNER** shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- l) If the **PARTNER** or any employee of the **PARTNER** or any person acting on behalf of the **PARTNER**, either directly or indirectly, is a relative of any of the officers of the **BUYER**, or alternatively, if any relative of an officer of the **BUYER** has financial interest/stake in the **PARTNER**'s firm, the same shall be disclosed by the **PARTNER** at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- m) The **PARTNER** shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the **BUYER**.

4 Previous Transgression

4.1 The **PARTNER** declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any 'corrupt practices envisaged hereunder or with any Public-Sector Enterprise in India or any Government Department in India that could justify **PARTNER's** exclusion from the tender process.

4.2 The **PARTNER** agrees that if it makes incorrect statement on this subject, **PARTNER** can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5 Sanctions for Violations

5.1 Any breach of the aforesaid provisions by the **PARTNER** or anyone employed by it or acting on its behalf (whether with or without the knowledge of the **PARTNER**) shall entitle the **BUYER** to take all or any one of the following actions, wherever required: -

- a) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the **PARTNER**. However, the proceedings with the other **PARTNER(s)** would continue.
- b) To immediately cancel the contract, if already signed, without giving any compensation to the **PARTNER**.
- c) To cancel all or any other Contracts with the **PARTNER**. The **PARTNER** shall be liable to pay compensation for any loss or damage to the **BUYER** resulting from such cancellation/rescission.
- d) To recover all sums paid in violation of this Pact by the **PARTNER(s)** to any middleman or agent or broker with a view to securing the contract.

5.2 The **BUYER** will be entitled to take all or any of the actions mentioned above, also on the Commission by the **PARTNER** or anyone employed by it or acting on its behalf (whether with or without the knowledge of the **PARTNER**), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the **BUYER** to the effect that a breach of the provisions of this Pact has been committed by the **PARTNER** shall be final and conclusive on the **PARTNER**. However, the **PARTNER** can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6 Independent Monitors

6.1 The **BUYER** appoints Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.

6.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

6.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

6.4 Both the parties accept that the Monitor have the right to access all the documents relating to the project/procurement, including minutes of meetings.

6.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the **BUYER**.

6.6 The **PARTNER(s)** accept(s) that the Monitor has the right to access without restriction to all Project documentation of the **BUYER** including that provided by the **PARTNER**. The **PARTNER** will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor shall be under contractual obligation to treat the information and documents of the **PARTNER** with confidentiality.

6.7 The **BUYER** will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

6.8 The Monitor will submit a written report to the designated Authority of **BUYER** within 8 to 10 weeks from the date of reference or intimation to him by the **BUYER / PARTNER** and, should the occasion arise, submit proposals for correcting problematic situations.

7 Facilitation of Investigation

7.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the **BUYER** or its agencies shall be entitled to examine all the documents including the Books of Accounts of the **PARTNER** and the **PARTNER** shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8 Law and Place of Jurisdiction

8.1 This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the **BUYER** i.e. in the courts of Bangalore.

9 Other Legal Actions

9.1 The actions stipulated 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.

10 Validity

10.1 The validity of this Integrity Pact shall be from date of its signing and extend up to the contract period with the **BUYER** in case a contract is signed. In case **PARTNER** is

unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

11 The parties hereby sign this Integrity Pact:

BUYER SIGN

PARTNER SIGN

Name of Officer:

Name of Partner:

Designation:

Designation:

(Address)

ITI Limited, Network Systems Unit, West
Wing F-100, Dooravaninagar, Bangalore-
560016

Place:

Place:

Date:

Date:

Witness 1: Witness 2:
.....

Witness 1:
Witness 2: