



**SHORT EXPRESSION OF INTEREST (EOI) FOR
SELECTION OF EXECUTING AGENCIES FOR EXECUTION OF 5 MWP
GRID CONNECTED SOLAR POWER PLANT ALONG WITH 5 (FIVE)
YEARS COMPREHENSIVE OPERATION AND MAINTENANCE AT
SUMSUIH, MIZORAM**

EOI Enquiry No.: ITI/NNI/BD/SPP/Mizoram/01

Dated: 01.05.2025

**Chief Manager- P & BD
ITI Limited, Naini
Mirzapur Road, Naini,
Prayagraj – 211010 (UP) INDIA,
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ITI LIMITED

(A Government of India Undertaking)

Mirzapur Road, Naini,
Prayagraj – 211010 (UP) INDIA

Short Expression of Interest (EOI)

EOI Enquiry No.: ITI/NNI/BD/SPP/Mizoram/01

Dated: 01.05.2025

ITI Limited invites Expression of Interest (EOI) for Selection of Executing Agencies for execution of 5MWp Grid Connected Solar Power Plant along with 5 (Five) years Comprehensive Operation & Maintenance at Sumsuih, Mizoram as per specification given in Scope of work of Bid Document.

Scope of Work	Selection of Executing Agencies for execution of 5MWp Grid Connected Solar Power Plant along with 5 (Five) years Comprehensive Operation & Maintenance at Sumsuih, Mizoram as per specification given in Scope of work of Bid Document.
Expected Capacity (MWp)	5.0
Estimated Value (Rs)	26.025 Cr
Tender Fees (Rs)	3000.00 The Tender Fees must be submitted electronically via NEFT/RTGS to the ITI Naini account only.
Earnest Money Deposit (Rs)	25.00 Lakh The EMD must be submitted electronically via NEFT/RTGS to the ITI Naini account only.

Interested parties may view and download the document containing the detailed terms & conditions, from the websites: - www.eprocure.gov.in, <https://www.itiltld.in> & <https://itilimited.ewizard.in>. The tender will be submitted exclusively through the <https://itilimited.ewizard.in> portal in online mode.

The details of ITI's bank account for EMD & RfP Fee amount are as below:

- Beneficiary Name : ITI Limited, Naini
- Account Number/IBAN : 43069550659
- IFSC Code : SBIN0003486
- Beneficiary Bank Name : State Bank of India
- Beneficiary Bank Address : ITI Complex, Naini, Mirzapur Road, Naini,
Prayagraj- 211010 (UP) INDIA

For ITI LIMITED
Chief Manager- P & BD

Important dates

Date of Issue/Publishing	01/05/2025 (17:00 Hrs)
Last date of receipt of Clarification	07/05/2025 (17:00 Hrs)
Last Date and Time for Submission of Bid	13/05/2025 (12:00 Hrs)
Date and Time of Opening of Technical Bid	13/05/2025 (12:30 Hrs)
Date and Time of Opening of Financial Bid	Will be intimated to technically qualified bidders

In case of any clarifications on this notification and technical requirement, please contact –

Asst. Manager – Business Development
ITI Limited, Naini
Mirzapur Road, Naini, Prayagraj –
211010 (UP) INDIA,
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Email: pradeep_nni@itiltd.co.in
Website: <http://www.itiltd.in>

INTRODUCTION

ITI Limited, a Public Sector Undertaking under the Department of Telecommunication, Ministry of Communication and IT, is a leading telecom equipment manufacturer and total solution provider in India. ITI has diversified in to solar project business and has established state of the art solar module manufacturing line of capacity 18 MWp per annum. IT Limited is an ISO 9001, ISO 14001 and ISO 18001 certified manufacturing unit. Presently major customers of ITI are BBNL, BSNL, MTNL, defense, paramilitary forces and railways. The company has executed various turnkey orders such as Bharat- Net, Telecom Towers, UP Police headquarters. ITI make PV module are certified with BIS 14286 certification for wattage range from 40Wp to 325Wp.

Objective/Purpose

The purpose of this Short Expression of Interest is for Selection of Executing Agencies for execution of 5MWp Grid Connected Solar Power Plant along with 5 (Five) years Comprehensive Operation & Maintenance at Sumsuih, Mizoram. The complete scope of work includes Design, Engineering, Procurement & Supply, Erection, Testing, Commissioning & Comprehensive Operation & Maintenance for 5 (Five) years of 5 MWp Grid Connected Solar Power Plant at Sumsuih, Mizoram as per Zeda Tender Vide Ref. no. **T.11011/1/2025-Zeda/6 Dated 17/03/2025.**

The successful bidder/s selected through this EOI will sign agreement & Pre- contract Integrity Pact with ITI. ITI will submit its proposal to customer based on the techno-commercial proposal obtained from the successful bidder.

Earnest Money Deposit (EMD)

The EMD amount of **Rs. 2500000.00 (Rs. Twenty-Five Lakhs only)** shall be submitted by the bidder along with the bid. No interest shall be payable on the EMD. Photocopy of EMD documents must be submitted separately. The EMD amount of successful bidder may be converted to Performance Security/ Security Deposit at the time of placement of Purchase Order. EMD must be submitted in the form of RTGS/NEFT/Any other Online Mode. The DD/Bank Guarantee must be in favor of “ITI Limited, Naini”, payable at Prayagraj.

Exemption from submission of EMD: No bidder is exempted to submit EMD amount.

Performance Security

The successful bidder who will be selected, shall have to furnish a security amount equivalent to 5% of total value of the work order valid for a period of 12 months from the date of signing of agreement. The Performance Security shall be deposited in shape of FDR or Bank Guarantee and shall be returned after the validity period is over. The said amount may be forfeited partially or fully for failure to fulfill the terms and conditions of agreement. The Bank Guarantee should be enforceable and payable at the place mentioned in the EOI. No interest will be accrued on the Performance security amount.

Taxes & Duties: Relevant Taxes in line with GST i.e. SGST/CGST or IGST to be considered by the bidder. Taxes rate and nature will be on as per govt. norms.

EOI Type: Two Bid System

Bids are to be submitted in two parts namely:

- (1) Technical Bid and
- (2) Financial Bid.

Both technical and financial bids must be submitted in online mode.

The financial bids of only those bidders will be opened who are technically qualified.

ELIGIBILITY CONDITIONS

Bidder shall fulfill following Minimum Eligibility Conditions: -

1. The Bidder should be either a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto and engaged in the business of Solar Power/Renewable/Electrical Works.

A copy of certificate of incorporation should be furnished along with the bid in support of above.

OR

The Bidder should be either a body incorporated in India under the Limited Liability Partnership Act, 2008: and engaged in the business of Solar Power/Renewable Energy/Electrical works.

A copy of certificate of incorporation should be furnished along with the bid in support of above.

OR

The Bidder should be a firm registered under Partnership Act, 1932 in India and engaged in the business of Solar Power/Renewable Energy/Electrical works.

A copy of certificate of incorporation should be furnished along with the bid in support of above.

OR

The Bidder should be a firm registered as Sole Proprietor under Shop Act in India and engaged in the business of Solar Power/Renewable Energy/Electrical works.

A copy of certificate of incorporation should be furnished along with the bid in support of above.

Note: Bidders who wish to participate as a Joint Venture (JV) shall be allowed. In such cases, the cumulative experience and turnover of all JV members will be considered for bid evaluation.

Experience

Bidder should have during last five (05) Year at least had cumulative 1.5 MW of on – Grid/Off- Grid/Hybrid Solar Power Plants, commissioned before date of submission of bid.

(Required experience certificate issued by competent authority from SNA/ Govt./ Semi Govt. Organization/ Bodies/ SECI/ DISCOM).

(A copy of Work orders/PO and certificates indicating its successful execution must be enclosed)

Overall Average Annual Turnover

1. Bidder(s) should have **Positive (+ve)** Net worth at the close of the preceding financial year. (Auditor's certificate shall be submitted for the same).

2. Bidder should have Minimum Average Annual Turnover (MAAT) of **Rs. 30.0 Cr.** in last 3 financial years.

(The bidder should submit Audited Financial Statement for last 3 years to this effect).

Turnover of Group of company will also be considered for evaluation (A summarized sheet of average turnover, certified by registered CA should be compulsorily enclosed).

3. The Bidder should have valid GSTIN registration certificate. A copy of which should be enclosed.

Note: Bidder will have to submit an undertaking on its letter head issued by the CA/Managing Director/Director of the company that it is financially meeting the Eligibility criteria as mentioned as above.

Payment terms and Delivery Schedule:

- Payment will be made through ESCROW account after realization from end customer. Payment will be generally released to the vendor after ITI has received the payment after the submission of necessary document like Vendor Invoice, receipt acknowledgement of goods by end user.
- The payment shall be done on the basis of actual Supply/erection of material as certified the end customer.
- No advance payment will be made during the execution of the project.

Guarantee/ Warranty: -

Materials/System shall be warranted (comprehensive) for minimum period 5 years from the date of completion or handover (whichever is later) or as per customer's tender.

Liquidated Damages (LD)

Liquidated Damages shall be levied as per the LD policy of ITI on pro-rata basis.

Training

Training of customer officers/representatives will be the responsibility of the selected Bidders/vendor.

Contractual Period

The successful Bidder shall so organize his resources and perform his work as to complete it not later than the date agreed to. Failing which LD will be applicable.

Extension of Contract

Contract will be extended as the customer extend the contract period.

Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

If required extra terms & conditions could be added to the existing terms & condition, it has to be complied by the firms (bidder/L1 party).

In case of contradiction the general terms & conditions will be superseded by the special terms & conditions.

AMC / COMPREHENSIVE AMC

AMC/ CAMC, if awarded by the end Customer to ITI then ITI may award AMC/CAMC to the successful declared bidder in this EOI.

General Conditions

1. All the relevant test certificates of various Components as mentioned in the ITI EOI and customers EOI shall be provided along with the bid.
2. Bidder shall provide, Drawings and Datasheets of each component of Solar Power Plant System.
3. The bidder shall submit clause by clause compliance to the technical specification as per BOQ.
4. Bidder should have to submit make/model list with its proposal as per BOQ.
5. The bidder should be an ISO 9001:2015 accredited company.
6. **EOI Acceptance Letter:** Bidder should submit unconditional acceptance of all terms & conditions of the EOI document on company's/firm letter head duly signed & stamped by the authorized signatory.
7. Bidder should Sign & Stamped on each page of EOI.
8. No deviation certificate has to be submitted by the party mentioning that "we meet all Technical & commercial Specifications of the EOI Too" and there shall be no deviation. Party has to submit the aforementioned certificate along with the offer.
9. Quotations shall be liable to be rejected if there is/are any deviation(s) from the specifications.
10. Escalation in price (except where price variation clause is applicable), deviation from delivery schedule, terms and conditions will not be permitted in your quotation. Statutory Taxes & Duties should be shown separately from the price.
11. Catalogue, literature, specification details should accompany the quotation. Incomplete quotations are liable to be rejected.
12. Any deviations whether technical or commercial stated anywhere in the bid shall not be taken into account and may render the bid non-responsible and liable to be rejected.
13. Vendor Profile should be submitted along with the bid.
14. Quotation/offer shall be submitted only through online copy within the bid submission last date.
15. The bids should be spiral bounded and each page should be serial numbered.
16. ITI reserves the right to suspend or cancel the EOI process at any stage, to accept, or reject any or all offers at any stage of the process and / or to modify process, or any part thereof, at any time without assigning reason, any obligation or liability whatsoever.
17. During the evaluation of EOI, if ITI requires any clarifications, the Bidder should be ready to give clarifications for any part of the offer against this EOI to ITI to complete the evaluation.
18. Bidder must submit the signed integrity pact along with the techno commercial bid. (Format Attached at Annexure-I)

Authorized Signatory: All certificates and documents received as part of offer shall be signed by the “Authorized Representative”. Power of attorney in the name of person signing the documents is mandatory (On Non-Judicial Stamp paper). (Signing is not mandatory in technical manuals)

Validity of Offer: Quoted/Offer Price shall be valid for 120 days.

Late Offer: Any offer received after the prescribed time line shall be rejected.

Language of offers: the offers submitted by vendor and all the correspondence and documents relating to the offers exchanged by the vendor shall be in English language.

Cost of EOI: The vendor shall bear all cost associated with the preparation & submission of its EOI including cost of presentation for 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. In this case, submissions of required material as per sample plan of certifying agency is to be arranged & provided free of cost by bidder.

Amendment of EOI: At any time prior to the last date for receipt of offers, ITI may for any reason, whether at its own initiate for in response to a clarification requested by a prospected vendor modified by the EOI document by an amendment. In order to provide prospective vendor 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.

Disclaimer: ITI and / or its officers employees disclaim all/ any 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 documents 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.

Following documents are to be submitted by the bidder along with the bid-

1. EMD through demand draft /RTGS/NEFT acknowledgement or copy of BG and proof of dispatch of BG to ITI. In case BG is submitted as EMD, it may be ensured that the original BG is received in ITI before the due date. ITI will not be responsible for any postal delay/damage.
2. Compliances/Approval/registration certificate or any other document required as per eligibility criteria given in the EOI.
3. Signed EOI acceptance letter.
4. Signed Pre-Integrity Pact.

Other Important Terms & Conditions:

1. Only the successful bidder will be informed of being the L1. All the techno commercial terms & payment terms will be as per terms & condition of end customer.
2. ITI shall have the right to appropriate the outstanding amount, if any, recoverable from the vendor/contractor/bidder, under any other contract, from the payment under this contract, to be made by ITI.
3. ITI reserves the right to waive minor deviations and add minor modifications if they do not materially affect the capability of the bidder to perform the contract.
4. All the financial terms like Payment, taxation, LD & other will be as per end customer terms & condition as per the above cited EOI Terms & conditions received by ITI in its PO/Work Order form the end customer.
5. It will be the responsibility of the contractor to train and educate the ultimate user for handling and operating the equipment free of cost.
6. Vendor will sign Service Level Agreement (SLA) with ITI. The draft copy of SLA will be as per the customer tender (in case provided by the customer) or will be provided by ITI. In case of conflict between ITI's terms & conditions and the terms & condition as per customer's tender the ITI's terms & conditions prevail over said EOI terms & condition.
7. It will be the sole responsibility of the bidder to provide the following document for ITI's participation in the EOI:
 - a. Technical Proposal content as per the customer tender.
 - b. In case of product demonstration, it will be the bidder's responsibility to arrange the same.

c. Another needful requirement as per customer tender.

8. In case Acceptance Test Procedure (ATP) is mentioned in the customer tender or is conducted by the customer at any stage, it will be as per terms & condition of end customer and the ATP test will be conducted as per the customer tender documents or ITI will provide its own ATP procedure.

Additional work may be required to carry out according to the actual site conditions. Any item/Work, which is not specifically mentioned and not paid by customer but necessary for making the system functional, shall be deemed to be included in the scope of the work of the vendor and shall be supplied and installed without any extra cost to ITI.

Award of Contract:

Bidder offering the lowest quoted amount shall be declared as the L1 bidder. The Financial Bid format is enclosed.

ITI LIMITED					
Financial Bid					
Proforma for quoting the rates					
Quotation No. / Date					
EoI/TENDER Ref. No.					
Name of Work					
Name of Bidder					
S. No.	Item Description	Amount in Rs.	GST in %	GST in Rs.	Total in Rs
1	Site preparation			0	0
2	Design, Engineering, Procurement & Supply of Solar PV Modules, Balance of System including Module Mounting Structures, String Monitoring Units (SMU), Step Up Power Transformer, Auxiliary Transformer Inverters, Cables, SMU's connectors, Circuit Breakers, Earthing, Lightning Arrester (LA), Periphery Lighting, Camera, SCADA, wiring of complete system etc, and any other item (s) required for successful Erection, Commissioning and Operation of the 5 MWp Grid Connected Solar Power Plant at Sumsuih as per tender.			0	0
3	Supply of solar water pumping system, preparation of sump and reservoir for water supply system within the solar plant area.			0	0
4	Erection, Installation, Integration of Solar Power Plant with Grid Power and Commissioning of the 5 MWp Grid Connected Solar Power Plant at Sumsuih as per tender.			0	0
5	Comprehensive Operation and Maintenance of 5 MWp Grid Connected Solar Power Plant at Sumsuih for the first consecutive five years.			0	0
Total (Rs)					0

*** lowest quoted total amount shall be declared as successful bidder.**

Note: No color cells should be left blank.

This format is for reference only. The price bid must be submitted using the attached price bid document.

Other Terms & Condition: -

1. All the financial terms & conditions will be as per end customer terms & condition.
2. **Currency of Purchase Order:** ITI will place purchase order on bidder in INR only.
3. **Taxes:** As per the customer tender.
4. ITI will place PO/work Order on successful bidders only if the ITI receives its PO/work order from its customer as mentioned in this EOI.
5. Bidder offering the Lowest Quoted amount shall be declared as successful (L1) bidder. The decision of competent committee of ITI shall be final in this regard and cannot be challenged in any manner and also be binding on all the bidders.
6. ITI will quote the price with ITI margin in the end customer's financial bid as per the finally negotiated price agreed by the L1 bidder.
7. ITI shall place work order to successful bidder (L1) on the value offered to ITI against the EOI for execution of project/work as per customer's tender condition.

EOI ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

Subject: Acceptance of Terms & Conditions of EOI

EOI Reference No: _____

Name of EOI/Work: _____

Dear Sir,

I (Name) ----- have received the EOI reference no----- for mentioned work from the website/email.

I hereby certify that I have read the entire terms and conditions of the EOI documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), amendments and reference EOI etc.) which form part of the contract agreement and I shall abide here by the terms/conditions/ clauses contained therein.

The corrigendum(s) issued from time to time by your department/organization too has also been taken into consideration, while submitting this acceptance letter.

I hereby unconditionally accept the EOI conditions of above mentioned EOI document(s)/corrigendum(s) in its totality/entirety.

I hereby unconditionally accept all the EOI conditions of _____ ITI & _____
_____(Customer Name)
EOI document /corrigendum(s) in its totality/ entirety.

In case any provisions of this EOI are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this EOI/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

PRE-CONTRACT INTEGRITY PACT

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

TENDER/EoI No.....

This Integrity Pact is made onday of2025

BETWEEN:

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

AND:

M/s represented by..... Chief Executive Officer (here in after called the BIDDER(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 IMSP/contract ON THE SECOND PART.

Preamble

WHEREAS the Principal intends to award, under laid down organizational procedures, TENDER/contract for.....(name of the Stores / equipment's / items). The Principal, values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness/ transparency in its relations with its BIDDER(s).

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

WHEREAS, to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact the terms and conditions of which shall also be read as integral part and parcel of the TENDER 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 TENDER for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.

b. The Principal will, during the TENDER process treat all BIDDER(s) with equity and reason. The Principal will in particular, before and during the TENDER process, provide to all BIDDER(s) the same information and will not provide to any BIDDER(s) confidential/ additional information through which the BIDDER(s) could obtain an advantage in relation to the TENDER process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons. If the principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Act if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

SECTION 2 – COMMITMENTS OF THE IMSP / CONTRACTOR

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

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

b. The BIDDER(s)/contractor(s) will not 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.

c. 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.

d. 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.

e. 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.

f. The BIDDER(s)/Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

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

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

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 TENDER/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of transgression, the position of the transgressor within the company hierarchy of the BIDDER(s)/Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.

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 IMSP (s)/ Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption preventative system in his organization.

SECTION 4 – PREVIOUS TRANSGRESSION

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

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

SECTION 5 – COMPENSATION FOR DAMAGE

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

5.2 In addition to 5.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to termination of Contract due to Contractor default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor or demand and recover liquidated damages as per the provisions of the contract agreement against termination.

SECTION 6 – EQUAL TREATMENT OF ALL IMSPS/CONTRACTORS

6.1 The Principal will enter into Integrity Pact on all identical terms with all IMSPs and contractors for identical cases.

6.2 The BIDDER(s)/Contractor(s) undertakes to get this Pact signed by its subcontractor(s)/sub- vendor(s)/ associate(s), if any, and to submit the same to the Principal along with the TENDER document/contract before signing the contract. The BIDDER(s)/Contractor(s) shall be responsible for any violation(s) of the provisions laid down in the Integrity Pact Agreement by any of its subcontractors/ sub-vendors / associates.

6.3 The Principal will disqualify from the TENDER process all IMSPs 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 an BIDDER(s)/Contractor(s) or sub-contractor/sub- vendor/associates of the BIDDER(s)/Contractor(s) which constitutes corruption or if the principal has substantive suspicion in this regard, the principal will inform the same to the Chief Vigilance Officer of the Principal for appropriate action.

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

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

8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.

8.3 The BIDDER(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the BIDDER(s)/Contractor(s). The BIDDER(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents BIDDER(s)/Contractor(s) with confidentiality.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the BIDDER(s)/Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.

8.5 The Monitor will submit a written report to the Chairman & Managing Director of the Principal within toweeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.

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

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

8.8 Details of the Independent External Monitor appointed by Principal at present is furnished below:

SECTION 9 - FACILITATION OF INVESTIGATION

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

SECTION 10 - LAW AND JURISDICTION

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

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

SECTION 11 – PACT DURATION

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.

12.5 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.

12.6 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.