

ITI LIMITED
(A Government of India Undertaking)



SHORT EXPRESSION OF INTEREST (EOI)

**FOR
SELECTION
OF**

EXECUTING AGENCIES FOR “DESIGN, SUPPLY, ERECTION, TESTING AND COMMISSIONING INCLUDING WARRANTY, COMPREHENSIVE OPERATION & MAINTENANCE OF GRID-CONNECTED ROOFTOP SOLAR PLANT of 1 MW (PART-A: 1 KW TO 3 KW) AND 1 MW (PART-B 3 KW TO 10 KW) CAPACITIES UNDER THE PHASE-II OF GRID CONNECTED ROOFTOP SOLAR (GCRTS) SCHEME OF MNRE IN BESCOM JURISDICTION UNDER SOURA GRUHA YOJANE (SGY)”

EOI Enquiry No.: TS/SOLAR /GCRTS/BESCOM/01

date-23.08.2022

**Chief Manager- TS
ITI Limited, Naini
Mirzapur Road, Naini,
Prayagraj– 211010 (UP) INDIA,
M. No.: 6307182604/9450605406
Email: sptripathi_nni@itild.co.in/
Website: <http://www.itild-india.com>**



ITI LIMITED
(A Government of India Undertaking)

Short Expression of Interest (EOI)

EOI Enquiry No.: TS/SOLAR /GCRTS/BESCOM/01

Date- 23.08.2022

ITI Limited invites Expression of Interest (EOI) for Selection of executing agencies for “Design, supply, erection, testing and commissioning including warranty, Comprehensive Operation & Maintenance of Grid-Connected Rooftop Solar Plant of 1 MW (1 KW to 3 KW) and 1MW (3 KW to 10 KW) capacities under the Phase-II of Grid Connected Rooftop Solar (GCRTS) Scheme of MNRE in BESCOM jurisdiction under SOURA GRUHA YOJANE (SGY)”.

Scope of Work	Selection of executing agencies for “Design, supply, erection, testing and commissioning including warranty, Comprehensive Operation & Maintenance of Grid-Connected Rooftop Solar Plant of 1 MW (1 KW to 3 KW) and 1MW (3 KW to 10 KW) capacities under the Phase-II of Grid Connected Rooftop Solar (GCRTS) Scheme of MNRE in BESCOM jurisdiction under SOURA GRUHA YOJANE (SGY)”.
Tender Fee (Non-Refundable)	Rs. 10,000 (In the form of DD & through RTGS/NEFT) DD should be in Favor of “ITI Limited” and payable at SBI ITI Complex Naini.
EMD	2 Lakh
Project Cost	10.0 Cr
Project Implementation Area	Bangalore North & South (Comprising only of Bangalore City)

Interested parties may view and download the document containing the detailed terms & conditions, free of cost from the website www.eprocure.gov.in and <http://www.itiltd-india.com>.

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

- Beneficiary Name : ITI Limited
- Account Number/IBAN : 10554066331
- 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 – TS

Important dates

Date of Issue/Publishing	23/08/2022 (12:00 Hrs)
Last date of receipt of Clarification	27/08/2022 (15:00 Hrs)
Last Date and Time for Submission of Bid	03/09/2022 (17:00 Hrs)
Date and Time of Opening of Technical Bid	05/09/2022 (11:00 Hrs)
Date and Time of Opening of Financial Bid	Will be intimated to technical qualified bidders

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

Chief Manager- TS
ITI Limited, Mirzapur Road,
Naini, Prayagraj – 211010 (UP)
Ph: 6307182604/9450605406
Email: atul_nni@itilttd.co.in
Website: <http://www.itilttd-india.com>

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 30 MWp per annum. ITI 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 SPV module are BIS certified for wattage range from 40Wp to 325Wp.

EXECUTION AGENCY DETAILS

Bangalore Electricity Supply Company Limited

Contact Person: General Manager (DSM)

Address: 2nd Block, Ground Floor, Corporate Office, BESCO, K R Circle, Bangalore-560001

E-mail: gm DSM.work@gmail.com, gm DSM@bescom.co.in

Phone: 080-22340816

SCOPE OF WORK

The purpose of this expression of Interest is for selection of executing agencies for “Design, supply, erection, testing and commissioning including warranty, Comprehensive Operation & Maintenance of Grid-Connected Rooftop Solar Plant of 1 MW (Part-A 1KW to 3KW) and 1MW (Part-B 3KW to 10KW) capacities under the Phase-II of Grid Connected Rooftop Solar (GCRTS) Scheme of MNRE in BESCO jurisdiction under SOURA GRUHA YOJANE (SGY)”.

The scope also covers the identification of rooftops / beneficiaries which include but not limited to submission of project sensation document, EPC agreement between empanel vendor and consumers at approved project cost, Implementation, clearance from BESCO & Realization of payment from beneficiary as per terms and condition of RFP.

Detail scope of work for empanelled vendor is as following:-

- 1- Identification of beneficiary and providing necessary assistance to beneficiary in submitting online application for installation of RTS project.
- 2- Prepare a DPR for allocated capacity.
- 3- Site Survey and preparation of feasibility report.
- 4- Obtaining approval from BESCO for providing the grid connectivity.
- 5- Execution of work shall be carried out in an approved manner as per technical specification of this EOI. In case of any dispute, relevant MNRE/BIS/ISI/NABL/ISO/IEC/IS/BESCO specification shall be followed and work shall be carried out to the reasonable satisfaction of the engineer in charge.

- 6- The vendor shall complete the work of design, supply, civil work, erection, testing and commissioning of SPV grid connected power plant within 180 days from the issuance of the approval letter by BESCOM or the last date of project time line specified by MNRE to BESCOM i.e.18.01.2024 whichever is earlier. In event to failure to install and commission of RTS system within the mentioned time frame, the entire Performance Bank Guarantee will be forfeited and may also lead to disqualification of the vendor at the sole discretion of ITI. The penalty for non-completion will be on Pro-rata basis.
- 7- The work covers design, supply, erection, testing, commissioning and CMC for 5 years. Entering into Annual Maintenance Contract (AMC) with consumer's for 5 years.
- 8- Empanelled vendor shall establish a service center to cater the 5 year CMC. The details of such service centers (Address, and contact no.) shall be provided to ITI.
- 9- All the material required for the installation of solar power plant as per the work approval letter issued by BESCOM shall be kept at site in custody of the vendor. ITI shall not be responsible for any loss or damage of any material during the installation. The vendor shall be responsible and if required take an insurance policy for transit - cum - storage - erect on for all the materials .
- 10- The vendor shall be responsible and if required take an insurance policy for transit - cum - storage - erect on for all the materials . The vendor shall take entire responsibility of electrical safety of the installations including connectivity with the grid and follow all the safety rules and regulations applicable as per Indian Electricity Act - 2003 and prevailing CEA guidelines and amendments. It shall be during responsibility of the vendor to take NOC from concerned authority and engage person as per provisions in CEA Rules and Regulations.

The Empanelled vendor shall ensure proper safety of all the workmen, material, plants and equipment belonging to the vendor. In case any accident occurs during the construction / erection or guarantee period for work undertaken by Empanelled Vendor thereby causing any minor or major or fatal accident, the entire responsibility will be of the Empanelled Vendor. The empanelled Vendor shall follow and comply with the employer's safety rules, relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment. The Empanelled vendor shall also arrange all certificates and test reports of the module and inverter and other equipment
- 11- Inverters from Only BESCOM empanelled manufacturer shall be used under this project. The list of empanelled manufacturers for inverter is available in BESCOM website <https://bescom.karnataka.gov.in>.
- 12- The Empanelled vendor shall assist the Consumer / beneficiary in execution of Power Purchase Agreement (PPA) with BESCOM in the Commission approved standard format as per KERC regulations i.e., the empanelled vendor shall educate the Consumer to execute PPA with BESCOM within stipulated time.
- 13- The Empanelled vendor shall provide Training to the consumer on various aspects of maintenance of the system including Solar Panel cleaning after commissioning of the Solar Rooftop Plant.
- 14- The Empanelled vendor shall provide remote monitoring provisions as per Dashboard Components annexed to this Letter of Empanelment. Remote Monitoring will be done through the inverters provided to the SRTPV Plant.

- 15- Submission of Work Completion Report along with drawings and test reports for Solar PV module and Inverter. BIS/IEC recognized test reports shall be provided.
- 16- Material inspection for physical verification of all materials at their site/Godown/warehouse.
- 17- Transportation of materials to Site, unloading at site, handling, storage, associated civil works, services, permits (material related), insurance at all stages, construction, erection, installation, testing (pre-grid and post grid), commissioning, performance testing, trial run, training to Consumer.
- 18- The timelines for execution of the project is as detailed in below table.

S. No	Activity	Responsibility	Timeline (Max Working Days)
1	Submission of online Applications	Consumer	Zero Date
2	Technical feasibility	BESCOM sub division officer	3 days from date of application.
3	Survey of the roof and uploading survey report	EPC Vendor and Consumer.	5 days from the date of technical feasibility.
4	Verification by DSM Section of Corporate Office.	DSM Section, Corporate Office, BESCOM	2 days from date of uploading of survey report .
5	Execution of EPC Agreement and uploading of the same in the online portal.	EPC Vendor and Consumer.	3 days from verification by the DSM Section.
6	Submission of DPR for individual locations.	EPC Vendor	3 days from date of EPC agreement.
7	Intimation to Consumer for PPA execution	BESCOM sub division officer	2 days from date of uploading of EPC Agreement.
8	Submission of PPA for execution to sub division office by the applicant/consumer.	Consumer	3 days from date of intimation by the Sub-division office.
9	Execution of PPA and issue of the Approval Letter	BESCOM Sub-division officer	2 days from date of submission of the PPA by Consumer.
10	Installation of Solar Rooftop Plant in accordance With KERC Regulations and MNRE technical specifications and guidelines and uploading of work completion certificate in the portal	EPC Vendor and Consumer	150 days from date of approval letter.
11	Commissioning of Solar rooftop plants in accordance with KERC guidelines and uploading of Joint Commissioning Report and Project completion Report in accordance with , MNRE - formats.	BESCOM, EPC Vendor and Consumer	180 days from date of approval letter or 24 months from MNRE sanction date of 19 .01.2022, whichever is earlier.
12	Submission of all requisite documents to 'DSM Section of Corporate Office for processing the release of CFA from MNRE.	EPC Vendor	7 days from the date of Commissioning.

Documents submission: Bill of materials

Execution of work:

Successful Bidders shall execute the work as detailed below. The equipments and materials with associated system (Typical) shall include but not be limited to the Supply, Erection, testing & commissioning of the following:

a. Site Survey

- Identification of beneficiaries.
- Analysis of load profile and Preparation of Feasibility report.

b. Civil Works

- Cleaning of Roof.
- Requisite foundation and structures wherever required.
- Requisite cable routings through cable contours/UV resistance Pipes wherever required.
- Civil work for mounting the PV panel structures.
- Fabrication, supply & erection of cable holders, supports, brackets and accessories.
- Galvanized steel rigid Structure /UV resistance flexible conduits and accessories, cable pipes, lugs, glands, terminal blocks, galvanized sheet, steel junction boxes, cable fixing clamps, nuts and bolts etc. to be used.

b. Solar PV Plant System

The system shall consist of (but not limited to) following equipments:

- Required Nos. of crystalline silicon Solar PV Modules not more than approved proposed capacity (DC capacity and only indigenously manufactured PV panels both cells and modules should be used).
- Mounting Structures
- DC Combiner Boxes /Array Junction boxes / DCDBs
- Inverters should be suitably matched to the total installed capacity of Solar Rooftop PV power plant system. Only ESCOM empanelled grid inverters should be used.

c. Electrical Works

- AC Distribution Boards
- AC & DC Power Cables with accessories
- Earthing System & Lightning Arrestor system (optional) to be provided
- Only BESCOM empanelled meters should be used both for net-meter (bi-directional) and solar Generation side.
- Successful bidder shall make necessary cable interconnection with the existing panels with proper earthing connections.

Performance Bank Guarantee (PBG) -

Successful bidders have to submit the PBG in the following manner.

1. Performance Bank Guarantee for Design, Supply, Installation and Commissioning:

The bidder shall furnish the performance bank guarantee for Design, Supply, Installation and commissioning based on following details-

Sl. No.	Customer	Category	Capacity	Min. Capacity Quoted (in KW)	Max. Capacity Quoted (in KW)
1	Bangalore North & South (Comprising only for Bangalore City)	Part-A	1KW- 3KW	300	1000
2		Part-B	3KW-10 KW	300	1000

Bidder may intend to bid for single category or both category with desirable capacity. The total value of PBG to be submitted by the successful bidder is the sum of value of PBG for each part.

The value of PBG for the installed capacity for each part shall be calculated as below:

$$[\text{PBG Value (In Rs. Lakhs)} = \text{INR (Quoted Price for each part)} \times 5\% \times \text{Quoted Capacity in KWp}]$$

The PBG shall be submitted within 15 days from the date of issue of LOI/LOA/Work Order, whichever is issued first, and be valid for 24 months. The Performance Bank Guarantee shall be released after completion of the empanelment period with the compliance of entire obligations in the contract.

2. Performance Bank Guarantee for Operation and Maintenance (O & M):

The bidder shall furnish the performance bank guarantee for O&M based on the installed capacity. The value of PBG for the installed capacity for each part shall be calculated as below:

$$[\text{PBG Value (In Rs. Lakhs)} = \text{INR (Installed Capacity Price for each part)} \times 5\% \times \text{Installed Capacity in KWp}]$$

The PBG shall be submitted within 30 days from the end of the empanelment period and be valid for 05 year + 3 months. Bidders should submit Single PBG based on the installed capacity in each category. The Performance Bank Guarantee shall be released after completion of the O&M period with the compliance of Entire obligations in the contract.

The PBG shall be forfeited as follows without prejudice to the Bidder being liable for any further consequential loss or damage incurred to the Plant.

- If the Empanelled Vendor is not able to commission the projects to the satisfaction of BESCO, PBG (for I&C period) amount on pro-rata basis by the empanelled vendor shall be 100% encased.
- In all the above cases corresponding unidentified/non-commission capacity shall stand cancelled.
- If the empanelled vendor is unable to submit the PBG (for O&M period), the PBG (for I&C period) shall be encased.

Note: The details of ITI's bank account are as per Page 2.

Exemption of PBG: Any bidder shall not be exempted for deposition of PBG.

Taxes & Duties: Relevant Taxes in line with GST i.e. SGST/CGST or IGST to be considered by the bidder.

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 separate envelopes and clearly marked on each envelope as "Technical Bid" and "Financial Bid" respectively. Thereafter, both the envelopes containing technical & financial bid should be put into a separate envelope which should be super scribed as "Bids for EoI Ref. No.: TS/SOLAR /GCRTS/BESCO/01; dated-23.08.2022"

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

1. PRE-QUALIFYING REQUIREMENT:-

QUALIFYING REQUIREMENTS

	Particulars	Valid Documents Requirement
A.	TECHNICAL CRITERIA:	
1	The bidder shall be System Integrator	A System Integrator shall upload Registration certificate of the company /firm issued by any State/Central Government/ Public sector /ESCOM having installed Solar Rooftop Power plant on any building in India.
2	The Bidder should be a body corporate, incorporated in India under the Companies Act, 1956 or 2013 and should be into solar business for not less than 5 years prior to the date of bid submission.	A copy of certificate of incorporation should be furnished along with the bid in support of above.
2	The Bidder shall have successfully completed installation works of at least 500KW (Cumulative) On-Grid Solar Roof Top Solar projects during preceding Three Financial Years (i.e. FY 2019-20, 2020-21 & 2021-22) The work shall be carried out in any DISCOMS/state Govt./Central Govt./ Private sector in India. This shall be in satisfactory service for at least a period of one-year prior to the date of submission of bid.	<ul style="list-style-type: none"> • The copies of Work Awards/PO's/ Agreement shall be uploaded. • Work completion certificates / Performance certificate duly mentioning above details issued by any Competent Authority to be uploaded.
3	The bidder shall upload documents of (a) PAN Card & (b) GST Registration certificate	Documents shall be uploaded.
4	The Bidder shall not have been black listed by any State / Central Government / Public sector under takings from last 05 Years as on the date of submission of bid.	The self-declaration of bidder shall be uploaded
B	FINANCIAL CRITERIA:	
1	The Minimum Average Annual Turnover (MAAT) of the Bidder shall Amount Rs 4 Crores during preceding Three Financial Years FY 2019-20, 2020-21 & 2021-22.	Bidder should upload mandatorily all Audited Balance sheet, CA certified profit & loss account statements for the last three years (i.e. FY 2019-20, 2020-21 & 2021-22) scanned and uploaded in original.

2	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
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Requirements of the Bidders:

5.0 GENERAL CONDITIONS:

- i. Bidder shall have adequate knowledge of the work proposed in the tender, design procedures including quality control and shall have infrastructure and erection facilities and capacity to execute the works.
- ii. ITI reserves the right to offer a specific number of Packages to Technically & Commercially qualified bidders keeping in view of quantitative requirements and the delivery and installation schedule offered by the Bidders.
- iii. If there is any hindrances like building mechanical strength, space constrains etc. at the time of execution, ITI reserves the right to ADD/MODIFY/DELETE any other residential buildings.
- iv. During O & M period, If the successful bidder having been notified and fails to rectify the defect(s) and restore the SPV Modules to good working condition within the period of 7 working days, then a penalty of Rs. 20/- per kw per day of the breakdown period will be levied. This will be deducted from the bills due.
- v. The bidder is at his liberty to conduct preliminary survey of the rooftop of building, where the proposed Solar RTPV panel is proposed to be erected and also LT power supply connections with necessary equipments.
- vi. The Bidder shall make all arrangements as part of the contract for design, manufacture, and supply, Installation, testing, Commissioning including warranty, operation and maintenance for a period of five years and train the personnel at his own cost.
- vii. The Bidder should be fully and completely responsible to ITI for all the deliveries and deliverables. The bidder shall be responsible for the proper functioning of the finally erected systems.
- viii. The successful bidder shall provide comprehensive operation & maintenance of the plant for a period of Five (5) years from the date of successful commission. Solar Panel cleaning is in the scope of the consumer.
- ix. All the relevant test certificates of various Components as mentioned in the ITI EOI and customers RFP shall be provided along with the bid.
- x. **EOI Acceptance Letter:** Bidder should submit unconditional acceptance of all terms & conditions of the EOI document on company's/firm's letter head duly signed & stamped by the authorized signatory.
- xi. Bidder should Sign & Stamp on each page of EOI.
- xii. No deviation certificate has to be submitted by the party mentioning that "we meet all Technical & commercial Specification of the EOI Too" and there shall be no deviation. Party has to submit the fore mentioned certificate along with the offer.
- xiii. Quotations shall be liable to be rejected if there is/are any deviation(s) from the specifications.
- xiv. 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.
- xv. 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.
- xvi. Vendor Profile should be submitted along with the bid.
- xvii. Quotation/offer shall be submitted through hard copy/Email within the bid submission last date.

- xviii. 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.
- xix. Bidder must submit the signed integrity pact along with the techno commercial bid. (Format Attached at Annexure-B)

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 of appropriate value).

Payment terms:

- Payment to the bidder will be made on back-to-back basis i.e. after realization from end customer. Payment will be generally released to the vendor within 15 days after ITI has received the payment after the submission of necessary document like Vendor Invoice, receipt of acknowledgement of goods by end user and satisfactory installation certificate by end customer.
- No advance payment will be made during the execution of the project.

Guarantee/Warranty- As per BESCOM RFP No: BESCOM/DSM/GM /DGM/AGM-5/2021- 22/RTS-08; dated 17.01.2022.

Contract Period- Bidder shall be empanel against the above said EoI for a period of 2 years and.

Extension of Contract

Contract shall be extended as per BESCOM/MNRE guideline

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/L1party).

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

AMC/COMPREHENSIVE AMC- AMC/O&M will be in the scope of bidder. If the empanelled vendor is unable to complete the O&M period, the PBG (for I&C period) shall be encashed.

CFA- As per BESCOM RFP No: BESCOM/DSM/GM /DGM/AGM-5/2021- 22/RTS-08; dated 17.01.2022.

INSTRUCTIONS TO THE BIDDERS

As per BESCOM RFP No: BESCOM/DSM/GM /DGM/AGM-5/2021- 22/RTS-08; dated 17.01.2022.

CONDITIONS OF CONTRACT

The Bidders shall be obliged to complete the Work as per the articulated detailed Scope of work under.

PROJECT COST

As per BESCOM RFP No: BESCOM/DSM/GM /DGM/AGM-5/2021- 22/RTS-08; dated 17.01.2022.

INSURANCE

- 1- The Empanelled Vendor shall be responsible and take an Insurance Policy for all the materials to cover all risks and liabilities for supply and storage of materials at site, installation, testing and commissioning. However, this shall not include insurance of commissioned plant after handing over to the beneficiary.
- 2- Before commencement of work, the Empanelled Vendor shall also take insurance for Third Party Liability covering loss of human life, engineers and workmen and also covering the risks of damage to the third party/material/equipment/properties during execution of the Contract. The Empanelled Vendor will ensure that all its employees and representatives are covered by suitable insurance against any damage, loss, injury or death arising out of the execution of the work or in carrying out the Contract. Liquidation, Death, Bankruptcy etc., shall be the responsibility of bidder.
- 3- The bidder shall also take appropriate insurance during O&M period.

WARRANTIES AND GUARANTEES

The Empanelled Vendor shall provide warranty covering the rectification of any and all defects in the design of equipment, materials and workmanship including spare parts for a period of 5 years from the date of commissioning for projects.

Penalty Provisions

As per BESCOM RFP No: BESCOM/DSM/GM /DGM/AGM-5/2021- 22/RTS-08; dated 17.01.2022.

Technical Specification-

As per BESCOM RFP No: BESCOM/DSM/GM /DGM/AGM-5/2021- 22/RTS-08; dated 17.01.2022.

Validity of Offer: Quoted/Offer shall be valid for 180 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.

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 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. Tender Fees & EMD through demand draft/RTGS/NEFT acknowledge the bid.
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 on back to back basis.
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 & others will be on back to back basis 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.

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:

As per attached Financial Bid

Financial Bid Format

EOI reference No : TS/SOLAR /GCRT/BESCOM/01

Dated : 23rd August 2022

Item Description : Selection of executing agencies for “Design, supply, erection, testing and commissioning including warranty, Comprehensive Operation & Maintenance of Grid- Connected Rooftop Solar Plant of 1 MW (1 KW to 3 KW) and 1MW (3 KW to 10 KW) capacities under the Phase-II of Grid Connected Rooftop Solar (GCRTS) Scheme of MNRE in BESCOM jurisdiction under SOURA GRUHA YOJANE (SGY)”.

Quantity : As per Tender/EOI

Sl. No.	Description	L1 Price for per KW System (Exclusive Taxes)	Quoted Capacity in KWP	Percentage Margin to ITI on L - 1 Price
1	Part-A (1 KW to 3 KW)	46838.00		
2	Part-A (3 KW to 10 KW)	45090.00		

Signature of the Bidder :

Name of the Bidder :

Designation :

Stamp of the Company :

Date of Signing of Bid :

All the financial terms & conditions will be on back to back basis.

1. **Currency of Purchase Order:** ITI will place purchase order on bidder in INR only.
2. **Taxes:** As per the customer Tender/EOI.
3. The Financial Bid shall be submitted in the sealed envelope.

Evaluation Method: Following Evaluation Method shall be followed for empanelment:

1. Price Bid (s) of the Qualified Bidders in each LOT shall be opened offline.
2. The evaluation of Price Bid shall be carried out based on the information furnished in Bid.
3. The bidders with highest margin shall be declared as L1 bidder.
4. Technically Qualified bidders may given option to match L1 bidder margin.

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

Annexure-A

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) Tender/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 bear 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 No.....

This Integrity Pact is made onday of2021

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 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 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 extend 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.