

**ITI LIMITED**  
( A Government of India Undertaking )



**EXPRESSION OF INTEREST (EOI) FOR EMPANELMENT OF  
BUSINESS PARTNERS FOR SOLAR PRODUCTS, EQUIPMENT, ETC  
AND OTHER BUSINESS OPPORTUNITIES AT PAN INDIA BASIS**

**EOI Enquiry No.: ITI/NAINI/TS/SP/01**

**Dated: 25<sup>th</sup>, Sept, 2024**

**Chief Manager- TS, MKT, SB & Plant  
ITI Limited, Naini  
Mirzapur Road, Naini,  
Prayagraj – 211010 (UP) INDIA,  
Ph: 6307182604/9450605406  
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Website: <http://www.itilttd.in>**



# ITI LIMITED

( A Government of India Undertaking )

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

## **Expression of Interest (EOI)**

**EOI Enquiry No.: ITI/NAINI/TS/SP/01**

**Dated: 25<sup>th</sup>, Sept, 2024**

ITI Limited invites Expression of Interest (EOI) for Empanelment of Business Partners for Solar Products, Equipment etc. & other Business Opportunities at PAN India Basis.

Scope of Work	Solar Products, Equipment etc. & other Business Opportunities at PAN India Basis
Tender Document Cost	Rs. 5000/- To be paid through online mode i.e. Internet Payment Gateway (Credit/Debit Card), Net Banking, etc.
Earnest Money Deposit	Rs. 01 Lakh (to be paid through Internet Payment Gateway (IPG) or Bank Guarantee or Demand Draft from any Nationalized/ Scheduled Commercial Bank).

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

For ITI LIMITED  
Chief Manager - TS, MKT, SB & Plant

**Important dates**

Date of Issue/Publishing	25/09/2024 (11:00 Hrs)
Last date of receipt of Clarification	30/09/2024 (17:00 Hrs)
Last Date and Time for Submission of Bid	16/10/2024 (17:00 Hrs)
Date and Time of Opening of Technical Bid	17/10/2024 (10:00 Hrs)
Date and Time of Opening of Financial Bid	Date will be communicated separately.

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

**Asst. Manager – Tech. Support**  
**ITI Limited, Naini**  
**Mirzapur Road, Naini,**  
**Prayagraj – 211010 (UP) INDIA,**  
**Ph: 6394793179**  
**Email: pradeep\_nni@itiltd.co.in**  
**Website: <http://www.itiltd.in>**

## INTRODUCTION

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

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

India is a developing nation and its energy demand particularly generation of electricity is very high and there is gap in the demand and supply of the electricity. In the wake of this energy demand Government of India has launched an ambitious programme to harness the un polluted solar energy for domestic, agricultural and industrial sectors. There is a thrust on development of infrastructure, e-governance and other automation initiatives, focusing primarily on technology-based services for improving solar based energy generation and supply. ITI Limited envisages huge potential in the field of solar power generation-based solutions, transmission and solar power use in various sectors and is looking for suitable business partners to undertake and execute wide spectrum of such projects which are being perceived under these initiatives.

This EOI is being floated in order to empanel suitable partners capable of addressing such business opportunities.

ITI LIMITED is planning to empanel partners in the field of SOLAR Product, equipment etc. and other Categories in which ITI LIMITED shall pursue the business opportunities

### **Earnest Money Deposit (EMD)**

The EMD amount of **Rs. 01 Lakh** shall be submitted by the bidder along with the bid. No interest shall be payable on the EMD. Photocopy of EMD must be submitted separately. The validity of EMD shall be for a period of one year from the Bid Deadline. The EMD amount of successful bidder may be converted to Security Deposit at the time of placement of Purchase Order. EMD must be submitted through Internet Payment Gateway (IPG)/Demand Draft/Bank Guarantee favoring ITI Limited, Naini. The DD/Bank Guarantee must be in favor of "ITI Limited, Naini", payable at Prayagraj.

The details of ITI's bank account for EMD & Processing 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

**Exemption from submission of EMD & Tender Fees:** Micro & Small Enterprise registered with DIC or KVIC or KVIB or Coir Board or NSIC or DHH or any other body specified by Ministry of Micro, Small and Medium Enterprises, Govt. of India are exempted from submission of EMD & Tender Fees subject to submission of valid registration certificate with the technical bid. The exemption is valid only for the participation of bidder in ITI EOI.

### **Performance Security**

The successful bidder who will be selected, shall give a Performance Security as required in the end customer work order/LoI/LoA with required validity in shape of Internet Payment Gateway (IPG)/Demand Draft/Bank Guarantee and shall be returned after the performance warranty 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 back-to-back basis.

### **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 Enquiry No.: ITI/NAINI/TS/SP/01 Dated: 24<sup>th</sup>, Sept, 2024.

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

### **Scope of Work**

The scope of work includes Generation, Supply, Installation, Testing and Commissioning of solar based Equipment's, and its supporting Infrastructure and other forthcoming business opportunities. The empaneled vendors are encouraged to bring business opportunities in the domains under which they are empaneled.

The complete project scope, responsibilities and technical specifications will be as per the customer tender. The empaneled partner will be informed about the available opportunities. Their willingness to support ITI LIMITED for the particular customer requirement along with compliance and prices shall be submitted online on case-to-case basis.

Project specific MOU/teaming agreements will be signed with the selected partner by the concerned department of ITI LIMITED who are handling the specific project/tender.

## ELIGIBILITY CONDITIONS

Sl. No.	Eligibility Criteria	Documents Required
1.	The bidder should be registered under the Companies Act, 1956 /2013 as amended, or a Proprietorship Firm or Partnership Firm registered under the Partnership Act 1932 and should have at least three years of operations in India as of the bid submission date. OR The Bidder shall be a Company incorporated /registered in India under Companies Act 1956/2013 or Multi-State Cooperative Society registered under MSCS Act 2002.	<b>The bidder should submit the following documents:</b> a) Copy of Certificate of Incorporation/Registration Certificate. b) Copy of MOA (Memorandum of Association) and AOA (Article of Association)/Bye-laws. c) Copy of PAN card. d) Copy of GST Registration Certificate.
2.	The bidder should not have been blacklisted/debarred by any Govt. department or any PSU (State or Central) / Autonomous Institution in India as of the bid submission date.	The bidder should submit an undertaking signed by the company's CEO/ Country Head/ Authorized Signatory on non-judicial stamp paper for INR100/—or an equivalent amount, which must be attested by a notary public. <b>(Declaration required)</b>
3.	The bidder must have completed a Govt. project of amounting min. Rs. 10 Cr within the past five years.	A copy of Work orders/PO and certificates indicating its successful execution must be enclosed
4	The bidder should have valid ISO 9001:2008 / ISO 9001:2015 for the Quality Management System.	A copy of the valid certificate should be available on the date of Advertisement of this EOI.
5	Bidder should have an average annual financial turnover of Rs 20 Crore during the last three (3) audited years, ending 31st March of the previous financial year [(FY2020-21, FY2021-22, FY2022-23) or (FY2021-22, FY2022-23, FY2023-24)].	a) Audited financial statements for the last three financial years. b) Certificate from the Statutory Auditor / Company Secretary for the last three financial years.
6	Bidder must have had a positive Net Worth in the last three financial years [(FY2020-21, FY2021-22, FY2022-23) or (FY2021-22, FY2022-23, FY2023-24)].	a) Audited financial statements for the last three financial years. b) Certificate from the Statutory Auditor /Company Secretary for

		the last three financial years.
7	The bidder should have/give an undertaking to open a full-functional office in the selected state/site in the state of implementation within 30 days from the date of receiving the order.	Undertaking is to be submitted.
8	The Bidder shall be a member/shareholder of any National Level Agency (NLA)/PSU/or any government body.	The bidder must submit shareholder certificate of the PSU/NLA.
9	The bidder must comply with all relevant statutory / regulatory guidelines issued by GOI as applicable	Undertaking in this regard to be submitted
10	Bidder should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment.	Undertaking in this regard to be submitted
11	We do also hereby irrevocably and unconditionally agree and undertake to save and keep ITI Ltd, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against ITI Ltd by whomsoever and all losses, damages, costs, charges and expenses arising out of non-compliance with or non-adherence to any statutory / regulatory requirements and / or any other law for the time being in force.	Undertaking in this regard to be submitted

12	Bidder should undertake to comply with all the end customer requirements including technical specifications	undertaking to be submitted at the time of enquiry.
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**General Conditions**

1. The bidder shall submit clause by clause compliance to the technical specification as per BOQ.
2. **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.
3. Bidder should Sign & Stamped on each page of EOI.
4. 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.
5. Quotations shall be liable to be rejected if there is/are any deviation(s) from the specifications.
6. Catalogue, literature, specification details should accompany the quotation. Incomplete quotations are liable to be rejected.
7. Vendor Profile should be submitted along with the bid.
8. Quotation/offer shall be submitted only through hard copy within the bid submission last date.
9. The bids should be spiral bounded and each page should be serial numbered.
10. 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.
11. 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.
12. Bidder must submit the signed integrity pact along with the techno commercial bid. (Format Attached at Annexure-III)

**13. Payment terms and Delivery Schedule:**

- Payment will be made on back-to-back basis through ESCROW account 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 acknowledgement of goods by end user.

- The payment shall be done on the basis of actual Supply of material as certified by ITI.
- No advance payment will be made.

#### **14. Liquidated Damages (LD)**

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

#### **15. 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.

#### **16. Extension of Contract**

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

#### **17. 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.

**18. 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)

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

**20. 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.

**21. 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.

**22. 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.

**23. 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.

**24.**

- Bidder is expected to examine all instructions, forms, terms and conditions and furnish all information required as per the EOI Document and its corrigendum.
- It would be deemed that prior to the submission of Proposal; the Bidder has made a detailed examination of the terms and conditions of the EOI document and its corrigendum (if any).
- This EOI does not constitute any form of commitment on part of ITI Ltd. ITI Ltd reserves the right not to consider any or all the proposals received or stop the process of EOI at any stage, if it is not meeting its business objectives.
- A prospective Bidder, requiring any clarification on the EOI Document shall notify ITI Ltd in writing at ITI Ltd's mailing address indicated in the EOI Document.
- Any clarification issued by ITI Ltd in response to query raised by prospective Bidder shall form an integral part of EOI document.
- ITI Ltd may amend the EOI Document based on inputs provided by Bidder that may be

considered acceptable in its sole discretion and such changes shall be notified on the ITI Ltd's website.

- ITI Ltd reserves the right for non-consideration of Proposals if the Proposals are submitted without taking into account these amendments/clarifications

### **Terms & Conditions of Empanelment**

a) ITI LIMITED intends to shortlist a panel of empaneled partners who possess the requisite qualifications and are experienced to execute the kind of projects generally asked by the customers. These Empaneled partners would be technically and commercially qualified in different areas who will be requested to offer the competitive commercial bids as per their Financial and Technical Capacity and capability, as and when the business opportunity so arises.

b) The responsibility of exploring the opportunity, bringing/designing solution, hardware, software and managing the same will lie with the ITI LIMITED partners.

c) Empanelment is for individual companies and no consortium empanelment will be considered.

d) The empaneled partner, who has partnered with ITI LIMITED for a particular tender/project shall not partner with any other lead bidder for the same tender/project or address the tender/project on its own.

e) No advance will be paid to the back-to-back partner, even though ITI LIMITED is eligible to get advance from the customer being a front-end bidder. Payment to the successful bidder shall be made after deducting the offered margin and the statutory taxes payable to the Govt (Penalties if any levied by the customer will be passed on to the Successful bidder), only after the receipt of payment from the customer.

f) Margin offered should be firm throughout the contract irrespective of reason, what so ever, including the exchange rate fluctuation.

g) For each business opportunity, empaneled partners will be asked to submit their response and the credentials of the empaneled partner will be verified. Partner will be selected on the basis of the financial bid formula given below on a case-to-case basis. In case of no response from the empaneled partners, a separate EOI will be floated for finding suitable partner. ITI LIMITED decision in this regard is final.

h) **The process of evaluation will be as below:**

All the bids will be scrutinized for turnover and experience. The PO copies/experience certificates submitted by the vendors will be cross verified with the issuing authorities/clients. After due evaluation the vendor will be empaneled.

The services of the empaneled vendors will be utilized by the Naini Unit when they wish to address any tenders based on their area of expertise. For addressing a particular tender, the Naini Unit will be asking compliance for the tender, EMD and financial bid from the empaneled partners.

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

**Date:**

To,  
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**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)**

**Bidders Profile**

1.	Name and address of the company			
2.	Contact Details of the Bidder (Contact person name with designation, Telephone Number, FAX, E- mail and Web site)			
3.	Area of business			
4.	Annual Turnover for financial years (Rs in Cr)	2020-21	2021-22	2022-23
5.	IT Turnover for 3 financial years (Rs in Cr)	2020-21	2021-22	2022-23
6.	Positive Net Worth as on 31.03.2022 or 31.03.2023			
7.	Date of Incorporation			
8.	GST Registration number			
9.	PAN Number			
10.	CIN Number, if applicable			
11.	Number of manpower in company's rolls			
12.	Indicate the area of specialization interested in			
13.	Work Experience details:			

**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 on .....day of .....2024

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 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 ..... to .....weeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.

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

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

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. ....