



**SHORT EXPRESSION OF INTEREST (EOI)**

**FOR**

**EMPANELMENT OF MANUFACTURERS OF BATTERY ENERGY STORAGE SYSTEMS (BESS) TO PROVIDE COMMERCIAL, INDUSTRIAL, AND INSTITUTIONAL ENERGY BACKUP SOLUTIONS**

**EOI Enquiry No.: ITI/NNI/BEES/2025/01**

**Dated: 16/09/2025**

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



**Short Expression of Interest (EOI)**

**EOI Enquiry No.: ITI/NNI/BEES/2025/01**

**Dated: 16/09/2025**

ITI Limited invites Expressions of Interest (EOI) for empanelment of manufacturers of Battery Energy Storage Systems (BESS) to provide commercial, industrial, and institutional energy backup solutions as per the specifications outlined in the scope of work.

Scope of Work	Empanelment of manufacturers of Battery Energy Storage Systems (BESS) to provide commercial, industrial, and institutional energy backup solutions as per the specifications outlined in the scope of work.
Tender Fee (Non-Refundable)	Rs. 5000.00 (In the form of DD & through RTGS/NEFT) DD should be in Favor of "ITI Limited" and payable at SBI ITI Complex Naini.
EMD	Rs 100000.00 (In the form of DD & through RTGS/NEFT) DD should be in Favor of "ITI Limited" and payable at SBI ITI Complex Naini.
Empanelment fee & Period	Rs. 200000.00 & Period for 2 Years (further extendable on mutual consent)
Project Cost	N/A
Project Implementation Area	PAN INDIA

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.itiltl-india.com>.

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

- Beneficiary Name : ITI Limited, Naini
- Account Number : 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	16/09/2025
Last date of receipt of Clarification	20/09/2025 (17:00 Hrs)
Last Date for Submission of Bid	29/09/2025 (10:30 Hrs)
Date of Opening of Technical Bid	29/09/2025 (11:00 Hrs)
Date of Opening of Financial Bid	N/A

**Exemption from submission of EMD & Tender Fees:** No bidder is exempted from the requirement of submission of EMD & Tender fee.

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

**Assistant Manager- BD**

ITI Limited, Naini

Mirzapur Road, Naini,

Prayagraj-211010(UP)

M. No.:6394793179

Email: pradeep\_nni@itiltd.co.in

Website: <http://www.itiltd-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 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 Empanelment of manufacturers of Battery Energy Storage Systems (BESS) to provide commercial, industrial, and institutional energy backup solutions as per the specifications outlined in the scope of work.

The empaneled bidder/s selected through this EOI will sign agreement & Pre- contract Integrity Pact with ITI.

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

The EMD amount of **Rs. 1,00,000/-** 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 six months from the Bid Deadline. The EMD amount of successful bidder may be converted to Performance Security/ Security Deposit/Empaneled Fee at the time of placement of Purchase Order. EMD must be submitted in the form of DD/RTGS/NEFT/BG/FDR. The DD/Bank Guarantee/FDR must be in favor of "ITI Limited, Naini", payable at Prayagraj.

## **EMPANELMENT FEE**

- Within 15 days of the receipt of notification of award of empanelment from the purchaser; the successful Bidder(s) shall furnish the empanelment fee in the form of a Bank Guarantee or FDR.
- The EMD in form of BG/FDR submitted by the successful Bidder(s) may be converted to empanelment fee and shall be refunded to the Bidder(s) only after the expiry of the contract.
- The successful bidder who has submitted EMD in the form of DD shall be required to submit the empanelment fee separately in the form of BG / FDR for the said period of time.

**Performance Security**

The successful bidder who will be selected, shall have to furnish a security amount & validity equivalent to end customer requirement from the date of issuance of work order. The Performance Security shall be deposited in shape of FDR/Demand Draft or 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 one part namely:

- (1) Technical Bid

**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/Battery Storage 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/Battery Storage 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/Battery Storage 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/ Battery Storage works.

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

### **Manufacturing Facility**

- The OEM of BESS shall have a manufacturing facility located in India with a total annual product on capacity of not less than 5 GWh.
- The bidder shall submit valid manufacturing licenses of the OEM, including Factory License and Pollution Control Consents.
- The OEM shall have dedicated R&D and testing infrastructure covering cell, module, rack, and container level testing facilities.
- In the case of DPIIT-registered startups in the renewable energy or battery sector, exemption shall be provided from both technical and financial qualification criteria, subject to demonstration of manufacturing readiness (Factory License, installed machinery, and testing facilities).
- In order to promote the Government of India's 'Make in India' initiative and to encourage participation of emerging domestic manufacturers, entities that have applied for or been sanctioned subsidy, viability gap funding, or any form of financial/technical support under Government-supported projects or schemes (such as MNRE, SECI, NTPC, State Electronics Manufacturing Policy, or Production Linked Incentive Programme) shall also be considered eligible for participation, notwithstanding the requirement of previous experience under the Technical Qualification Criteria.

- Participation through Joint Ventures/Consortiums shall be permitted, wherein the technical as well as financial qualification criteria may be satisfied jointly or severally by any partner/member.

### **Overall Average Annual Turnover**

1. The Bidder should have valid GSTIN registration certificate. A copy of which should be closed.

### **Payment terms and Delivery Schedule:**

- The Rate quoted shall remain fixed for the entire contract period and cannot be changed.
- Rates quoted shall be inclusive of all taxes, duties, levies and any other taxes as applicable on time to time.
- The amount payable shall be released on back -to-back basis against completion of each consignment and submission of invoices and other supporting documents.
- The amount shall be paid by ITI in Indian Rupees.
- Acceptance of the payment terms without any qualification shall form part of the technical bid. In case the payment terms are not accepted, the bid is likely to be rejected M/s ITI LIMITED will make payment to supplier towards the GST amount only after the invoice is uploaded by supplier in GST outward return i.e. GSTR-1 and credit of GST is available (reflected in GSTR-2A) to M/s ITI LTD.
- 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 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.

### **Liquidated Damages (LD)**

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

### **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.

**Manufacturer Certificate & Photograph**

Bidders must upload the BIS or IEC certificate issued in the manufacturer's name attesting to the authenticity of the Battery Energy Storage System. Additionally, they should include a photograph of their manufacturing facility.

**General Conditions**

1. The bidder shall submit clause by clause compliance to the technical specification as per BOQ.

2. The bidder should be an ISO 9001:2015 accredited company.
3. **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.
4. Bidder should Sign & Stamped on each page of EOI.
5. 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.
6. Quotations shall be liable to be rejected if there is/are any deviation(s) from the specifications.
7. 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.
8. Catalogue, literature, specification details should accompany the quotation. Incomplete quotations are liable to be rejected.
9. 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.
10. Vendor Profile should be submitted along with the bid.
11. Quotation/offer shall be submitted only through online copy within the bid submission last date.
12. 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.
13. 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.
14. 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 365 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 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. 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. Financial quotation will be directly invited from all the empaneled parties upon receiving the work order/ purchase order. The work will be assigned to the party giving the highest rate of

margin i.e., H1 bidder or lowest quoted bidder i.e., L1 bidder.

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 on back-to-back basis as per the above cited EOI Terms & conditions received by ITI in its PO/Work Order from 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 on back-to-back basis 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:**

The bidder who offers the lowest quoted amount (or highest margin for ITI) shall be declared the successful bidder. The financial bid is to be submitted when ITI issues the EOI for the empaneled bidders.

#### **WARRANTIES AND GUARANTEES**

The Executing Vendor shall provide a warranty that covers the rectification of any and all defects in the equipment's design, materials, workmanship, and spare parts for the period required by the end customer, commencing from the date of commissioning.

<b>Checklist of documents/information to be submitted:</b>		<b>Attached (Y/N)</b>
1	Certificate of Incorporation of bidder.	
2	Certified CA Copy of Audited financial statements for the last 3 years.	
3	GST Registration Certificate.	
4	Copy of PAN Card.	
5	Corporate Identity Number (If Applicable)	
6	POA or authorization letter for authorizing the person signing the bid for this EOI as per Annexure IV.	
7	Declaration on letter head for No Consortium and sub-contracting.	
8	Acceptance on letter head for acceptance of terms and conditions of EOI.	
9	Willingness to submit Bank Guarantee (BG) against Selection as per Annexure VI.	
10	Bidders Profile /Details as per Annexure II.	
11	Clause by clause compliance of EOI terms with references to supporting documents as per Annexure III.	
12	Declaration of no Debarment / Blacklisting etc. should be furnished by bidder as per Annexure V.	
13	Pre-Contract Integrity Pact as per Annexure- VIII.	

**Annexure-II**

**Bidders Profile**

<b>Sl. No.</b>	<b>Profile</b>	<b>Details</b>
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1	Name and address of Company			
2	Type of company			
3	Contact Details of the Bidder (Contact person name with designation, Telephone Number, FAX, E- mail and Web site)			
4	Annual Turnover for 3 financial years (Rs in Cr)	FY 2022-23	FY2023-24	FY2024-25
5	Date of Incorporation			
6	GST Registration number			
7	PAN Number			
8	CIN Number			

**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) 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, Date & Seal of Authorized Signatory of the Bidder)**

**Annexure –IV**

**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**

**Date:**

To,

-----  
-----

Sub: Declaration by Authorized Signatory

**EOI Reference No:** \_\_\_\_\_

**Name of EOI/Work:** \_\_\_\_\_

I/We hereby certify that all the information and data furnished by me with regard to the above EoI Specification are true and complete to the best of my knowledge. I have gone through the specifications, condition, stipulations and other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorized to represent on behalf of my company/firm for the above-mentioned tender and a valid Power of Attorney/Authorization letter to this effect is also enclosed.

Yours faithfully,

**(Signature, Date & Seal of Authorized Signatory of the Bidder)**

**Enclosed:** Power of Attorney/Authorization letter

**Annexure –V**

**Declaration for non-blacklisting**

(TO BE TYPED ON LETTER HEAD OF THE COMPANY/ FIRM)

**Date:**

To,

-----

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Sub: Declaration for non-blacklisting

**EOI Reference No:** \_\_\_\_\_

**Name of EOI/Work:** \_\_\_\_\_

Dear Sir,

1. We have carefully read and understood all the terms and conditions of the EoI and hereby convey our acceptance to the same.
  2. The information / documents furnished along with the above offer are true and authentic to the best of my knowledge and belief. We are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of our tender at any stage besides liabilities towards prosecution under appropriate law.
  3. We have apprised our self fully about the job to be done during the currency of the period of agreement and also acknowledge bearing consequences to of non-performance or deficiencies in the services on our part.
  4. We have no objection, if enquiries are made about the work listed by us.
  5. We have not been blacklisted by ITI or any other organization where we have worked.
- Further, if any of the partners/directors of the organization /firm is blacklisted or having any criminal case against them, our bid shall not be considered. At any later point of time, if this information is found to be false, ITI may terminate the assigned contract immediately.
6. We have not been found guilty by a court of law in India for fraud, dishonesty or moral turpitude.
  7. We agree that the decision of ITI in selection of Bidders will be final and binding to us.

Date:

Place:

person

Full Name & Designation:

Company's Seal:

Signature of authorized

N.B: The above declaration, duly signed and sealed by the authorized signatory of the company, should be enclosed with Technical Bid.

**Annexure –VI**

Declaration for Willingness to submit Performance Bank Guarantee (PBG)  
(TO BE TYPED ON LETTER HEAD OF THE COMPANY/ FIRM)

**Date:**

To,

-----  
-----  
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Sub: Declaration for Willingness to submit Performance Bank Guarantee  
(PBG)

**EOI Reference No:** \_\_\_\_\_

**Name of EOI/Work:** \_\_\_\_\_

Dear Sir,

I/We hereby declare that M/s..... Address  
.....will submit the required PBG amount at the  
time of Selection.

Date:

Place:  
person

Signature of authorized

Full Name & Designation:

Company's Seal:

N.B: The above declaration, duly signed and sealed by the authorized signatory of  
the company, should be enclosed with Technical Bid.

**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)**

**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 on .....day of .....2025 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 person 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 or 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 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 ..... 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. ....

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

.....

.....

Name Designation.

Name Designation.

Witness:

1. ....

1. ....

2. ....

2.....

