

ITI LIMITED
(A Government of India Undertaking)



REQUEST FOR PROPOSAL (RfP)

FOR

SELECTION OF

SUITABLE BUSINESS PARTNER FOR ESTABLISHMENT OF A 500/
250/ 100 MW AUTOMATIC SOLAR PHOTOVOLTAIC (SPV) MODULE
MANUFACTURING LINE AT ITI LIMITED, NAINI, PRAYAGRAJ, UNDER
A PUBLIC-PRIVATE PARTNERSHIP (PPP) / DEVELOPER-OPERATOR
MODEL

RFP Enquiry No.: ITI/NNI/BD/SPV Line/2026/01

Dated: 30th, June, 2026

Dy. General Manager- P & BD

Mirzapur Road, Naini, Prayagraj

- 211010 (UP) INDIA,

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(A Government of India Undertaking)

REQUEST FOR PROPOSAL (RfP)

RFP Enquiry No.: ITI/NNI/BD/SPV Line/2026/01

Dated: 30th, June, 2026

ITI Limited invites Request for Proposal (RfP) for selection of Suitable Business Partner for establishment of a 500/ 250/ 100 MW Automatic Solar Photovoltaic (SPV) Module Manufacturing Line at ITI Limited, Naini, Prayagraj, under a Public-Private Partnership (PPP) / Developer-Operator Model.

Scope of Work	Establishment of a 500/ 250/ 100 MW Automatic Solar Photovoltaic (SPV) Module Manufacturing Line at ITI Limited, Naini, Prayagraj, under a Public-Private Partnership (PPP) / Developer-Operator Model.
RfP Cost (Rs)	Rs. 10000.00 (In the form of DD/ through eWizard portal) DD should be in Favor of "ITI Limited, Naini" and payable at SBI ITI Complex Naini.
EMD	Rs. 10 Lakh with 180 days validity (In the form of DD/through eWizard portal/BG) BG/DD should be in Favor of "ITI Limited" and payable at SBI ITI Complex Naini.

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

Note: No bidders, including MSMEs and startup companies, are exempt from depositing the EMD and RfP fees/costs.

For ITI LIMITED
DGM – P & BD

Earnest Money Deposit (EMD)

- Rs. 10 Lakh (In the form of DD/ through eWizard portal/BG) DD/BG should be submitted in Favor of “ITI Limited, Naini” and payable at SBI ITI Complex Naini.

- The Earnest Money so deposited will be liable for forfeiture: -

a) If the Bid which it covers, is withdrawn before the Bidder received formal intimation as to the ITI ‘s decision in regard to the RfP within validity of the Bid,

OR

b) If the successful Bidder fails to deposit the security deposit.

- Earnest Money Deposit of the successful Bidder will be refunded after furnishing Performance guarantee. The EMD of the unsuccessful bidders shall be returned after the declaration of successful Bidders.

Important dates

Date of Issue/Publishing	30/06/2026
Last date of receipt of Clarification	10/07/2026 (17:00 Hrs)
Last Date and Time for Submission	21/07/2026 (10:00 Hrs)
Date and Time of Opening of Technical Bid	21/07/2026 (10:30 Hrs)
Date and Time of Opening of Financial Bid	Will be intimated to technically qualified bidders

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

Asst. Manager – Production & Business Development

ITI Limited, Naini

Mirzapur Road, Naini,

Prayagraj – 211010 (UP) INDIA,

Ph: 6394793179

Email: pradeep_nni@itiltd.co.in

Website: <https://www.itiltd.in>

Performance Bank Guarantee (PBG)/Security Deposit: -

The Letter of Intent (LOI) will be issued to the successful bidder. The successful bidder shall submit a security deposit of **Rs. 50.00 lakh**, valid for **15 months**, in the form of **FDR/CDR or Bank Guarantee**, within the period specified in the LOI. Failure to do so will be construed as the bidder's lack of interest in the establishment of the Solar Module Line at ITI Limited, Naini. In such a case, the EMD submitted by the bidder will be forfeited by ITI Limited.

Return of Deposits and forfeiture of Deposits: -

- In case the Bidder is not selected, ITI shall release the EMD or will return Bank Guarantees towards EMD after thirty days of the issue of LOI to Selected Bidder.
- The EMD/Security Deposit shall be forfeited or Bid Security Declaration (wherever applicable) shall be executed under following condition.
 - a) If the Bidder withdraws the Bid or seeks to modify, alter, add or subtract or put any rider on any ground whatsoever, after last date and time for submission of Bid and during the period of Bid Validity.
 - b) In case of successful Bidder, if the Bidder fails within the specified time limit or extended time limit to:
 - i. Establish a 500/250/100 MW solar photovoltaic (SPV) module manufacturing line at ITI Limited's Naini facility within the specified project timeframe.
 - ii. Furnish the required Performance Security; or
 - c) If the Bidder indulges in any type of unfair or corrupt practice or submit any false information;
 - d) If the Bidder indulges in any type of Bid rigging, Collusive Bidding or any other type of Anti-Competitive Activity.

1. 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. ITI Limited is an ISO 9001, ISO 14001 and ISO 45001 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.

The RfP is invited for selection of Suitable Business Partner for Establishment of a 500/250/100 MW Automatic Solar Photovoltaic (SPV) Module Manufacturing Line at ITI Limited, Naini, Prayagraj, under a Public-Private Partnership (PPP) / Developer-Operator Model.

2. SCOPE OF WORK

ITI Limited invites Request for Proposal (RfP) from interested Bidder(s) or Bidding Consortium and/ or any Consortium Member thereof ("Bidders") for selection of Suitable Business Partner for Establishment of a 500/250/100 MW Automatic Solar Photovoltaic (SPV) Module Manufacturing Line at ITI Limited, Naini, Prayagraj, under a Public-Private Partnership (PPP) / Developer-Operator Model. The responsibility of the Successful Bidder(s) would be for establishment of 500/250/100 MW Solar Module Manufacturing Line and sell of Manufactured Solar Module.

For the above scope of work, ITI invites Request for Proposal (RfP) from interested Bidder(s), who are fulfilling the **eligibility conditions** as stated in RfP.

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

**For ITI LIMITED
DGM – P & BD**

3. Responsibility:

a) Responsibility of the Bidder:

1. The Bidder shall supply, install, and commission a **500/250/100 MW Automatic Solar Photovoltaic (SPV) Module Manufacturing Line** at ITI Limited, Naini, Prayagraj. This project will operate under a Public-Private Partnership (PPP) or Developer-Operator model. The Bidder is responsible for all costs associated with ensuring successful and efficient operations. It is strongly advised that Bidders thoroughly inspect the site to assess all requirements prior to bid submission.
2. The Bidder shall also be responsible for the **refurbishment of the hangar/area** provided by ITI Limited, Naini. This includes all civil works, lighting, security arrangements, and any other necessary infrastructure for the 500/250/100 MW Automatic Solar Module Manufacturing Line, all at the **Bidder's own expense**.
3. All permits and clearances required for setting up of the **500/250/100 MW Automatic Solar Photovoltaic (SPV) Module Manufacturing Line** at ITI Limited, Naini, Prayagraj including those required from State Government and local bodies shall be in the scope of the bidder. However, ITI will facilitate in getting the necessary permits and clearances.
4. The installation and commissioning of the 500/250/100 MW Automatic SPV Module Manufacturing Line at ITI Limited, Naini, shall not obstruct or damage existing underground pipelines, cables, or other utilities. During any building maintenance or strengthening work, the Bidder must ensure the integrity of this infrastructure. Any additional expenditure incurred due to such interference or damage shall be borne solely by the Bidder.
5. The Successful Bidder shall be responsible for identifying and selecting purchasers for the manufactured SPV modules. However, the **selling price** of the modules shall also be determined by the Successful Bidder.
6. The Bidder shall be responsible for all other works necessary for the successful execution and completion of the 500/250/100 MW Automatic SPV Module Manufacturing Line within the ITI Limited premises at Naini, Prayagraj.
7. The BIS/ALMM and other required certifications for the manufactured SPV modules shall be obtained in the name of ITI Limited, Naini. The cost associated with such certifications, including sample preparation and any other related requirements, shall be within the scope of the successful bidder.

8. The costs associated with the successful operation of the Solar Module Manufacturing Line, including Labour costs, raw material costs, AMC (Annual Maintenance Contract) costs of the machines, and any other expenses required for the successful operation of the installed manufacturing line for the entire project duration, shall be within the scope of the bidder.

b) Responsibility of ITI:

1. ITI Limited shall provide a suitable **hangars/building** at its Naini plant (Mirzapur Road, Prayagraj) for the establishment of the **500/250/100 MW Automatic SPV Module Manufacturing Line**. The specific hangar or building shall be finalized following a joint inspection by the Developer and ITI Limited. Bidders are required to visit the project site as specified in the RfP.
2. ITI shall grant the Successful Bidder the right to use the designated hangar/building for the establishment of a 500 MW Automatic SPV Module Manufacturing Line. This right-to-use shall be valid for a tenure of **6 years** post-CoD, while the **title and ownership** of the building remain with ITI. Any additional area required for project-related works shall similarly be provided on a right-to-use basis. A formal MoU shall be executed to define the terms of this occupancy. Any extension of the contract period shall be subject to **mutual agreement and joint written consent** of both parties.
3. Provide Electricity Supply (Charges will be paid by bidder on actual basis).
4. Provide Water Supply (Charges will be paid by bidder).
5. Opening of ESCROW account to share the revenue as per agreed ratio.
6. ITI Limited shall nominate a **Nodal Officer** to serve as the primary point of contact for the Successful Bidder. The Nodal Officer will coordinate all matters relating to **site visits**, the provision of **layout plans**, and the allocation of space for the establishment of the 500/250/100 MW Automatic SPV Module Manufacturing Line.

**4. PRE-QUALIFYING REQUIREMENT:
QUALIFYING REQUIREMENTS**

	Particulars	Valid Documents Requirement
A.	TECHNICAL CRITERIA:	
1	<p>The Bidder should be incorporated in India under Companies Act, 1956 or 2013/ and further amendment(s)</p> <p style="text-align: center;">Or</p> <p>A Limited Liability Partnership Firm (LLP) registered under section 12 of Limited Liability Partnership Act, 2008</p> <p style="text-align: center;">Or</p> <p>Partnership firm, registered under section 59 of the Partnership Act, 1932.</p>	A copy of certificate of incorporation should be furnished along with the bid in support of above.
2	The Bidder should be into solar business for not less than 3 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.
3	The Bidder shall have a cumulative experience in the supply of at least 50.0 MW of Solar Photovoltaic (SPV) modules during the preceding five financial years (FY 2020-21 to FY 2024-25). This experience may include projects executed for any DISCOM, State Government, Central Government, or Private Sector entity within India.	<p>The copies of Work Awards/PO's/ Agreement shall be uploaded.</p> <p>A required experience certificate must be issued by a competent authority from SNA / Government / Semi-Government Organization / Statutory Bodies / SECI / DISCOM / Private Organization.</p>
4	The bidder shall upload documents of (a) PAN Card & (b) GST Registration certificate	Documents shall be uploaded.
5	The Bidder shall upload Power of attorney on non-judicial stamp paper of appropriate value.	The PoA of bidder shall be uploaded.

B	FINANCIAL CRITERIA:	
1	The Bidder should have Minimum Average Annual Turnover (MAAT) of 30.0 Cr, during 3 FY out of last 5 preceding Financial Years (i.e., FY 2021-22, 2022-23, 2023-24, 2024-25 & 2025-26)	Bidder should upload mandatorily all Audited Balance sheet, CA certified profit & loss account statements for the last Five years (i.e., FY 2021-22, 2022-23, 2023-24, 2024-25 & 2025-26) 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.

Note: Relaxation regarding prior experience and prior turnover criteria will be provided to startups and medium enterprises as per the Department of Industrial Policy & Promotion (DIPP)'s D.O. letter No. 12(11)/2017-SI, dated June 22, 2017.

5. INSTRUCTIONS TO BIDDERS

1. The bidders are requested to submit their bid prior to last date of submission.
2. ITI may modify, amend or supplement this RfP Document including without any prior notice.
3. This Request for Proposal (RfP) document is not an agreement or offer by the ITI to the prospective Bidders or any other party. The purpose of this RfP is to provide interested parties with information to assist the formulation of their Bid.
4. While this RfP document has been prepared in good faith, neither the ITI nor their employees make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfP, even if any loss or damage is caused by any act or omission on their part.
5. The Bidder shall provide a single quote in the price bid for the complete duration of the project. Bids proposing different quote for individual years will not be entertained and shall be deemed non-responsive and disqualified.
6. Bidders are advised to visit the site, hangars, and buildings to ascertain all existing conditions before submitting their proposals. No claims regarding site conditions shall be entertained post-submission. Prior to the site visit, Bidders must obtain written permission from ITI Limited.
7. Cutting/overwriting, if any in the figures of the RfP documents is required to be clarified/indicated in words, duly signed, failing which the bid may be rejected.
8. Deviation of any kind will not be accepted in the non-financial & financial bid. Such deviations shall be ignored. Conditional bids are liable to be rejected.
9. All the required information shall be furnished strictly in the prescribed Formats only. Any information indicated other than the prescribed Formats shall not be entertained. The bid shall be evaluated on the basis of information furnished in the prescribed Formats only.
10. ITI, if desired so, may advise any bidder to furnish the documents in original or copy thereof duly attested by Notary for verification, in physical form on short notice of three days.

11. Bidders should provide complete information at the time of submission of bid. If the bidders are asked to furnish some more clarification/confirmation/documents, they shall be required to furnish the same within specified time, failing which the case shall be finalized /decided on the basis of available information/documents. Bidder shall be responsible for ignorance of their bid on account of delay in furnishing of desired information/documents up to the specified time. However, if there are any shortcomings in the submission of the information which does not materially affect the qualification criterion, then the Bid Evaluation Committee shall have the power to consider the facts on the merit of the case and decide the bid evaluation accordingly.
12. During the preparation of the hangars/buildings for the establishment of the 500/250/100 MW Automatic SPV Module Manufacturing Line, any damage caused to the ITI buildings/hangars shall be the responsibility of the successful bidder. The successful bidder shall rectify such damage at its own cost.
13. The BIS/ALMM and other required certifications for the manufactured SPV modules shall be obtained in the name of ITI Limited, Naini. The cost associated with such certifications, including sample preparation and any other related requirements, shall be within the scope of the successful bidder.
14. The above-mentioned scope of work is purely revenue-based, with no financial liability on ITI during the installation and commissioning (I&C) and operation period, up to the project timeline of 6 years Post COD or any extended project timeline. During this period, all liabilities shall fall within the scope of the successful bidder.
15. The period for the establishment of the 500/250/100 MW Solar Manufacturing Line at ITI Limited, Naini shall be 12 months. Any extension of the project timeline may be granted upon a written request from the bidder, clearly stating the reasons for the delay. If the bidder fails to complete the project within the stipulated project timeline, punitive action may be taken against the successful bidder.
16. The responsibility for all civil work, electrical work, and the installation of machinery/equipment shall lie entirely with the bidder. The bidder shall also provide all necessary materials, labour, and equipment required to complete the project within the stipulated timeline and in compliance with all applicable regulations and guidelines.
17. Further, the successful bidder shall utilize the solar infrastructure already available at ITI Limited, Naini, including UPS systems, compressors, air conditioners, and other machinery related to solar module manufacturing. The bidder is advised to visit ITI Limited, Naini, before submitting the bid.

6. TECHNOLOGY

The bidder is free to choose any Solar PV Module manufacturing technology, such as Mono, Mono-PERC, TOPCon, Bifacial, HJT, or any other PV technology. The manufactured solar modules must comply with the latest IS/IEC standards and shall be approved by MNRE, Government of India. Under this RfP, it is proposed to promote only established and operational technologies in order to minimize technology risk.

7. GENERAL TERMS AND CONDITIONS

1. The successful bidder shall satisfy themselves with the environmental conditions and related parameters of the site. Based on these parameters, the successful bidder shall ensure the establishment of the Solar Module Manufacturing Plant.
2. The successful bidder shall submit a detailed proposal regarding the installed plant capacity, expected annual production, and the sales arrangement for the manufactured SPV modules within two (2) months from the date of issuance of the Letter of Award (LoA).
3. The work related to the setting up of the Solar Module Manufacturing Line will be monitored and supervised by ITI.
4. The aforesaid project shall be carried out in accordance with the applicable Solar Energy Policy of the Government of Uttar Pradesh and/or Government of India, as applicable. The successful bidder shall comply with all provisions of the relevant policy, including any amendments, modifications, or updates thereto.
5. The terms and conditions for the sale of the manufactured SPV modules shall be decided jointly by ITI Limited and the successful bidder. All amounts received from the sale of the manufactured SPV modules shall be deposited into an escrow account opened in the names of ITI Limited and the successful bidder. The disbursement of funds from the escrow account shall be made in accordance with the agreed ratio between ITI Limited and the successful bidder.
6. Solar modules manufactured on the installed Solar Module line in accordance with the technical specifications shall be produced and supplied by ITI under the brand name "ITI" only.

8. GENERAL CONDITIONS:

1. **Authorized Signatory:** All certificates and documents received as part of offer shall be signed by the “Authorized Representative” (signing is not mandatory for technical manuals or documentation). The power of Attorney shall have to be submitted to ITI in NJSP of appropriate value along with the offer.
2. The bids should be submitted in the form of hard copy.
3. **Late offer:** Any offer received after the prescribed timeline shall be summarily rejected and shall be returned unopened to the vender.
4. **Language of offers:** The offers prepared by the vendor and all the correspondences and documents relating to the offers exchanged by the vendor, shall be written in English language.
5. **Award of Contract:** Bidder offering the highest quoted margin shall be declared as the successful bidder. The Financial Bid format is enclosed.
6. ITI reserves the right to suspend or cancel the RfP process at any stage, to accept, or reject any, or all offers at any stage of the process and / or to modify the process, or any part thereof, at any time without assigning any reason, without any obligation or liability whatsoever.
7. **Cost of RfP:** The bidder shall bear all costs associated with the preparation and submission of its RfP, including cost of presentation for the purposes of clarification of the offer, if so desired by ITI. ITI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the RfP process.
8. The Bidder shall be ready to give clarifications on any part of the offer to ITI including presentation at ITI, if so desired by ITI.
9. **Amendment of RfP:** 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, modify the RfP 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 RfP.

10. Consortium and sub-contracting are allowed. (Kindly enclose Self declaration on Company Letter Head).

11. This RfP does not constitute and will not be deemed to constitute any commitment or confirmation on part of ITI Ltd for any purchase/work order to the bidder.

12. The bidder shall bear all costs associated with the preparation and submission of its response to this RfP, including cost of Demo/Presentation for the purpose of clarification of the offer, if so desired by ITI Ltd. ITI Ltd will in no case be responsible for these costs, regardless of the conduct or outcome of the RfP process.

13. **Disclaimer:** ITI and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of ITI and/or any of its officers, employees.

14. The evaluation committee will examine the bids and supporting documents in the light of eligibility criteria as stated above. If felt necessary, the committee may send its technical team to evaluate the infrastructure of the company. On compliance with all requirements, the committee shall empanel.

15. Bidders must submit the signed copy of all documents & annexures along with bid.

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

17. **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)

18. **Validity of Offer:** Quoted/Offer Price shall be valid for 180 days.

19. **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.

9. Other Terms and conditions:

I.SUB-CONTRACT:

- The sub-contracting of work in totality against this EOI/RFP/Tender and is not allowed.
- If sub-contracting of work in part is un-avoidable, the bidder shall notify the Purchaser in writing of all subcontracts awarded under this contract if not already specified in its bid. Such notification, in its original bid or later shall not relieve the bidder from any liability or obligation under the Contract.
- There shall be only one level of sub-contracting i.e. the sub-contractor, appointed by the bidder shall directly execute the work without further subcontracting the work.

II. PURCHASER'S RIGHT TO VARY SCOPE OF CONTRACT:

The Purchaser may at any time, by a written order given to the Bidder, make changes to the scope of the Contract as specified.

III. PURCHASER'S RIGHT TO ACCEPT MINOR DEVIATIONS OF THE SUBMITTED BIDS:

The Purchaser may at its own discretion accept minor deviations of the submitted bids which are not affecting the contractual performance of the contract.

IV. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The Purchaser reserves the right to accept any or all bid, and to annul the tender process or reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

V. PLACING OF WORK ORDER:

- Quantities mentioned in "Commercial / Financial Bid Format" are indicative only and ITI reserves the right at the time of issuance of work order to increase or decrease the quantity of goods and/ or services from the original requirements as specified in the terms & conditions of the EOI/RFP/Tender as mutually agreed.
- Objection, if any, to the work order must be reported to the concerned section of ITI by the PIA within fifteen (15) working days counted from the date of issuance work order for modifications, otherwise it shall be assumed that the PIA has accepted the work order.
- If the PIA is not able to do the complete work as mentioned in the scope of work within the specified period, the penalty clause shall be invoked.
- The decision of ITI shall be final and binding on the PIA. ITI reserves the right to accept or reject an offer without assigning any reason whatsoever.

VI. TERMINATION OF CONTRACT IN PART OR FULL:

- The Purchaser may terminate this Contract in full or in part by giving the Bidder a prior and written notice indicating its intention to terminate the Contract under the following circumstances:

- a. Where the Purchaser is of the opinion that there has been such Event of Default on the part of the Bidder which would make it proper and necessary to terminate this Contract and may include failure on the part of the Bidder to respect any of its commitments with regard to any part of its obligations under its Bid, the RFP or under this Contract.

- b. Where it comes to the Purchaser's attention that the Bidder (or the Bidder's Team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of the Bidder's Bid, the RFP or this Contract.

- c. Where the Bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including interalia the filing of any bankruptcy proceedings against the Bidder, any failure by the Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Bidder or the happening of any such events that are adverse to the commercial viability of the Bidder. In the event of the happening of any events of the above nature, the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor Bidder and to ensure business continuity.

- d. Termination for Insolvency: The Purchaser may at any time terminate the Contract by giving written notice to the Bidder, without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Purchaser.

- e. Termination for Convenience: The Purchaser, may, by prior written notice sent to the Bidder at least 6 months in advance, terminate the Contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

- The Purchaser may retain such amounts from the payment due and payable to the Bidder as may be required to offset any losses caused to the Purchaser as a result of such event of default and the Bidder shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser in this regard. Nothing herein shall affect the continued obligation of the Bidder and Bidder's team to perform all their obligations and responsibilities under this Contract in an identical manner as were being performed before the occurrence of the default.

- The Purchaser may invoke the Bank Guarantee and other Guarantees furnished hereunder, recover such other costs/losses and other amounts from the Bidder as may have resulted from such default and pursue such other rights and/or remedies that may be available to the Purchaser under law.

VII. CONSEQUENCES OF TERMINATION:

- In the event of termination of this contract due to any cause whatsoever, the contract will stand cancelled effective from the date of termination of this contract.
- In case of exigency, if the Purchaser gets the work done from elsewhere, the difference in the cost of getting the work done shall be borne by the Bidder at his risk & cost.
- Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of the Bidder or due to the fact that the survival of the Bidder as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, the Purchaser through re- determination of the consideration payable to the Bidder as agreed mutually by the Purchaser and the Bidder or through a third party acceptable to both the parties may pay the Bidder for that part of the Services which have been authorized by the Purchaser and satisfactorily performed by the Bidder up to the date of termination. Without prejudice any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the Bidder as may be required to offset any losses caused to the Purchaser as a result of any act/omissions of the Bidder. In case of any loss or damage due to default on the part of the Bidder in performing any of its obligations with regard to the execution of the scope of work under this Contract, the Bidder shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser. Additionally, other members of its team shall perform all its obligations and responsibilities under this Contract in an identical manner as were being performed before the collapse of the Bidder as described above in order to execute an effective transition and to maintain business continuity. All third parties shall continue to perform all/any functions as stipulated by the Purchaser and as may be proper and necessary to execute the scope of work under the Contract in terms of the Bidder's Bid, the RFP and this Contract.
- Nothing herein shall restrict the right of the Purchaser to invoke the Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the Purchaser under law.
- The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Contract that are expressly or by implication intended to come in to or continue in force on or after such termination.

VIII. DISCLAIMER:

- ITI and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of ITI and/or any of its officers, employees.
- All information contained in this Tender provided / clarified is in good faith and interest. This is not an agreement and is not an offer or invitation to enter into an agreement of any kind with any party.
- Though adequate care has been taken in the preparation of this Tender document, the interested bidders shall satisfy themselves that the information contained in the document is complete in all respects to enable to make an informed decision to bid. Interested Bidders are required to make their own enquiries and assumptions wherever required.
- Information provided in this document or imparted to any respondent as part of the Tender process is confidential and shall not be used for any other purpose, distributed to, or shared with any other person or organization.
- Bid received / submission after due date and time will not be considered.

IX. FORCE MAJEURE:

- Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations, if the non-performance results from such Force Majeure circumstances i.e. Flood, Fire, Earth Quake, Epidemic and other acts of God as well as War, Military Operation, Blockade, Act or Actions of State Authorities that have arisen after signing of the present contract. Party invoking this clause shall serve notice of seven days along with the proof of occurrence of the force majeure event to the opposite party. At the time of cessation of such force majeure event a notice of the same shall also be served to the opposite party.
- In such circumstances, upon a written approval of ITI, the time stipulated for the performance of an obligation under the present contract will stand extended correspondingly for the period of time of action of these circumstances and their consequences. However, any such extension shall be given only if extension is granted by the ultimate buyer/ user.
- Parties at all times take reasonable steps within their respective powers and consistent with good operation practices (but without incurring un reasonable additional costs) to: a) Prevent Force Majeure Events affecting the performance of the Company's obligations under this agreement; b) Mitigate the affect of any Force Majeure Event; and c) Comply with its obligations under this agreement.
- Further if the period of Force Majeure event extends beyond three months* the parties may

consider the foreclosure of the agreement. * Period of three months may vary at the discretion of ITI as per the validity period of the contract.

X. GOVERNING LAW AND JURISDICTION:

The Contract shall be governed by and interpreted in accordance with the laws of the India. The High Court of Judicature at Prayagraj and Courts subordinate to such High Courts shall have exclusive jurisdiction in respect of any disputes relating to the tendering process, award of Contract and execution of the Contract.

XI. Price Variation

No variation in price is permitted under this EoI.

XII. Risk Purchase

If the successful bidder fails to adhere to the quality norms, delivery schedules and other terms and conditions contained in this EoI after acceptance of purchase order and if no agreement is reached on the revised delivery schedule maximum up to 15 Business Days, then buyer shall have the liberty to procure the material from an alternate source at the successful bidder risk and cost, and the successful bidder shall be liable to make good the loss incurred by Buyer in this process.

XIII. Indemnity:

The successful bidder to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses, etc. as charged by the customer. LD/ Penalties incurred on account of delay in supply, product failure during warranty if any and deficiency in Warranty and AMC services attributable to the partner shall be borne by the partner. All terms and conditions of the customer tender/PO will be applicable to the successful bidder on back to back basis without affecting the margin of ITI.

XIV. Intellectual Property Rights:

- i. All deliverable, outputs, plans, drawings, specifications, designs, reports and other documents and software submitted by the successful bidder under this contract shall become and remain the property of the procuring entity and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without: the procuring entity's prior written consent.
- ii. The successful bidder shall, not later than upon termination or expiration of this contract,

deliver all such documents and software to the procuring entity, together with a detailed inventory thereof.

iii. The successful bidder may retain a copy of such documents and software but shall not use it for any commercial purpose.

XV. Language of offers

The offers prepared by the successful bidder and all the correspondences and documents relating to the offers exchanged by the companies shall be written in English language.

XVI. In the event that ITI is required to provide demonstration or working of the product to their buyers, the same shall be arranged by the bidder selected partner/OEM at successful bidder cost and expenditure.

XVII. Cost of RFP:

The bidder shall bear all costs associated with the preparation and submission of his offer against this RFP, including cost of presentation for the purposes of clarification of the offer, if so desired by ITI. ITI will, in no case be responsible or liable for those costs, regardless of the conduct or outcome of the RFP process.

XVIII. Purchaser's Right to accept any bid and to reject any or All Bids or to cancel the RFP: ITI Limited reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.

XIX. Amendment of RFP:

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 bidder, modify the RFP document by an amendment. In order to provide prospective bidder 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 RFP.

10. 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 RFP.
3. Signed RFP acceptance letter.
4. Signed Pre-Integrity Pact.

11. Other Important Terms & Conditions:

1. Only the successful bidder will be informed of being the H1. All the techno commercial terms & payment terms will be on back-to-back basis.
2. 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.
3. It will be the responsibility of the bidder to train and educate the ultimate user for handling and operating the equipment free of cost.
4. Bidder will sign Service Level Agreement (SLA) with ITI. The draft copy of SLA will be as per the customer RfP (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 RfP the ITI's terms & conditions prevail over said RFP terms & condition.

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.

12. Award of Contract:

Bidder offering the highest quote shall be declared as the H1 bidder. The Financial Bid format is enclosed.

13. Payment terms:

- Payment will be made on back-to-back basis through ESCROW account after realization from end customer.
- No advance payment will be made.

14. Training:

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

CHECK LIST OF DOCUMENTS/INFORMATION TO BE SUBMITTED

a.	Bidders Profile as per Annexure-I.
b.	Undertaking for Non-Disclosure Agreement and & Performance Bank Guarantee as per Annexure-II.
c.	Undertaking of Authenticity as per Annexure-III
d.	Non-Disclosure Agreement as per Annexure-IV
e.	Pre contract integrity Pact as per Annexure-V
f.	Financial Bid Format as per Annexure- VI (to be submitted online through e-wizard portal)
g.	RfP Acceptance letter as per Annexure-VII
h.	Site Visit Report as per Annexure - IX

ANNEXURE-I

Bidder's Profile				
S. No	Description	Bidder's Response		
1	Name and address of the company			
2	ITI RFP Reference			
3	Company Directors Profile			
4	Contact Details of the Bidder (Contact person name with designation, Telephone Number, FAX, E- mail and Web site)			
5	Area of business			
6	Annual Turnover for 3 financial years (Rs in Cr)	2022-23	2023-24	2024-25
7	Date of Incorporation			
8	GST Registration number			
9	PAN Number			
10	CIN Number, if applicable			
11	Number of technical manpower in company's rolls			
12	Number of qualified man power			
13	Valid Power of Attorney along with resolution of Board for authorizing the person signing the bid for this RfP to be submitted.			

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-**UNDERTAKING of NDA & PBG****(To be submitted on Bidder's Letter Head)**To,
To,To,
Dy. General Manager (P & BD)
M/s ITI Limited,
Mirzapur Road, Naini
Pryagraj-211010

M/s do here by undertake and declare that:

1. The Non-Disclosure Agreement (NDA) signed shall also be applicable and abided by us unequivocally.
2. That we are not under any blacklist by Central Govt. /any State or UT Govt. / PSU/ organized sector in India or by GST authorities and fully comply the Terms and conditions of RfP by ITI Ltd.
3. We agree to submit PBG for an appropriate amount as per the quantum of work assigned under in the standard PBG format as required by ITI.
4. That we undertake to indemnify ITI and customer from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc., as charged by the customer and suffered by ITI as a result of:-
 - (i) injuries or death to persons or damage to tangible personal property (including theft) or to real property, arising out of and to the extent of Bidder's actions or failures to act; or
 - (ii) Bidder's material breach of this RfP. Bidder shall pay all costs, fees (including reasonable attorneys' fees), and damages as incurred by ITI.
5. That all the hardware/ software supplied under the contract arrangement shall not contain any embedded malicious codes that could inhibit the desired functions of the equipment or cause the network to malfunction in any manner.

Duly authorized to sign the bid for and on behalf of:

[Insert complete name of Bidder]

Dated on _____ day of _____ [insert date of signing]

Corporate Seal (where appropriate)

Undertaking of Authenticity

(To be signed by authorized signatory of the Bidder)

Ref: _____

Date: _____

To,
Dy. General Manager (P & BD)
M/s ITI Limited,
Mirzapur Road, Naini
Pryagraj-211010

Undertaking of Authenticity

With reference to the hardware items (as mentioned in the Commercial Bid) quoted to you vide our quotation No.: _____ dated _____ in response to your RFP no. _____, we hereby undertake that all the components / parts / assembly / software used in the hardware items shall be original / new from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used.

We also undertake that in respect of licensed operating system if asked for by you in the purchase order, the same shall be supplied along with the authorized license certificate and also that it shall be sourced from the authorized source.

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM suppliers at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation for the IT hardware / software already billed, we agree to take back the same, if already supplied and return the money if any paid to us by you in this regard.

We (BIDDER name) also take full responsibility of both parts & service SLA as per the content even if there is any defect by our authorized service center / reseller / BIDDER etc.

Signature of Authorized Signatory

Name: _____

Designation: _____

Date: _____

Place: _____

Phone & E-mail: _____

Name of the Organization: _____

Non-Disclosure Agreement

(TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER of requisite value based on place of execution)

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the COMPANY, are agreeable to Setting-Up of 500/250/100 MW Solar Module manufacturing Line at ITI Limited, Naini along with Identification/Selection of Solar Module Purchaser/s as per the scope defined in the RfP No. _____ for ITI, having its Head office at Doorvani Nagar, Bengaluru (hereinafter referred to as the ITI Ltd) and WHEREAS, the COMPANY/Partnership understands that the information regarding the ITI's /ITI's customers Infrastructure shared by the ITI ltd in their RfP is confidential and/or proprietary to the ITI Ltd, and

WHEREAS, the COMPANY understands that in the course of submission of the offer for the said RFP and/or in the aftermath thereof, it may be necessary that the COMPANY may perform certain jobs/duties on the ITI's /it is customers properties and/or have access to certain plans, documents, approvals, data or information of the ITI Ltd;

NOW THEREFORE, in consideration of the foregoing, the COMPANY agrees to all of the following conditions, in order to induce the ITI Ltd to grant the COMPANY/Partnership specific access to the ITI's customers property/information:

The COMPANY will not publish or disclose to others, nor, use in any services that the COMPANY performs for others, any confidential or proprietary information belonging to the ITI Ltd / ITI customers unless the COMPANY/Partnership has first obtained the ITI's written authorization to do so;

The COMPANY agrees that information and other data shared by the ITI Ltd or, prepared or produced by the COMPANY for the purpose of submitting the offer to the ITI Ltd in response to the said RfP, will not be disclosed to during or subsequent to submission of the offer to the ITI Ltd, to anyone outside the company

The COMPANY shall not, without the ITI Ltd.'s written consent, disclose the contents of this RfP or any provision thereof, or any specification, plan, pattern, sample or information (to be furnished by or on behalf of the ITI Ltd in connection therewith, to any person(s) other than those employed/engaged by the COMPANY for the purpose of submitting the offer to the ITI Ltd and/or for the performance of the Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Yours Sincerely,

Signature of Authorized:

Signatory Name of Authorized Signatory:

Designation:

Office Seal:

Date & Place:

PRE-CONTRACT INTEGRITY PACT

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

RfP No.....

This Integrity Pact is made onday of 2026

BETWEEN:

ITI Limited, Naini having its Registered & corporate office at ITI Bhavan, Doorvaninagar, 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, RFP/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 RFP 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 RFP 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 RFP 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 RFP process treat all BIDDER(s) with equity and reason. The principal will in particular, before and during the RFP 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 RFP 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 RFP 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 RFP 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 RFP 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 RFP PROCESS & EXCLUSION FROM FUTURE CONTRACTS

If the BIDDER(s)/Contractor(s), during RFP 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 RFP 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 RFP/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 RFP process.

4.2 If the BIDDER(s)/ Contractor(s) makes incorrect statement on this subject, he can be disqualified from the RFP 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 RFP process prior to the award according to Section 3 the principal is entitled to forfeit the Earnest Money Deposit/Bid Security/ or demand and recover the damages equivalent to Earnest Money Deposit/Bid Security apart from any other legal that may have accrued to the principal.

5.2 In addition to 5.1 above the principal shall be entitled to take recourse to the relevant provision of the contract related to termination of Contract due to Contractor default. In such case, the principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor or demand and recover liquidated 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 RFP 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 RFP 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 a 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 be 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

Name

Designation.

Designation.

Witness:

Witness:

1.

1.

2.

2.

ITI LIMITED				
(MIRZAPUR ROAD, NAINI , ALLAHABAD- 211010 (U.P.) ,INDIA)				
Financial Bid				
Proforma for quoting the rates				
Quotation No. / Date				
RFP/TENDER Ref. No.				
Name of Work				
Name of Bidder				
S. No.	Scope of the Work	Units	Quantity (Watt)	Basic Price (INR per Wp)
1	Charges to be Paid to ITI Based on the Total Wattage Sold from the 500/250/100 MW Automatic Solar Photovoltaic (SPV) Module Manufacturing Line at ITI Limited, Naini, Prayagraj.	Watt		

*** Highest financial quote shall be declared as successful bidder.**

Note:

1. No colored cells shall be left blank.

2. Reserve Price: Rs. 0.10 per Wp. The successful partner shall be selected based on the highest financial bid (H1) quoted above the reserve price of Rs. 0.10 per Wp. If any bidder quotes less than Rs. 0.10 per Wp, such bid shall be treated as Rs. 0.10 per Wp for the purpose of evaluation. If a bidder quotes more than Rs. 0.10 per Wp, the higher quoted rate shall be considered for determining the successful bidder.

Further, in the event that two or more bidders quote a rate below Rs. 0.10 per Wp, the bidder quoting the highest rate among such bidders shall be ranked as H1 for evaluation purposes. However, the financial evaluation and payment calculations for such bids shall be carried out at the reserve price of Rs. 0.10 per Wp.

3. Payment to ITI: The successful bidder shall pay ITI an amount calculated at the discovered auction rate multiplied by the actual production capacity (in Wp) during the year, or the minimum assured annual payment, whichever is higher.

Minimum Assured Annual Payment Schedule:

Year 1 onwards till the end of the contract period: Rs. 1,00,00,000/- (Rupees One Crore only) per annum.

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

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

Date:

To,

Subject: Acceptance of Terms & Conditions of **RfP**

RfP Reference No: _____

Name of RfP /Work: _____

Dear Sir,

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

I hereby certify that I have read the entire terms and conditions of the RfP documents from Page No. __ to_____ (including all documents like annexure(s), schedule(s), amendments and reference RfP 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 RfP conditions of above-mentioned RFP document(s)/corrigendum(s) in its totality/entirety.

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

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)