



ITI LIMITED

RAEBARELI – 229010 (UP)
Website: www.itiltd-india.com

EOI / Tender No: ITI/RB/EOI/SMT/01 Dated 22/04/2026

EOI / RFP for Leasing out SMT Line

Invited By:

ITI Limited
Raebareli– 229010 (UP)
Website:www.itiltd.in

Proposal in the form of EOI / RFP is requested for the item(s) in complete accordance with the documents/attachments as per following guidelines.

This is an EOI/RFP for Leasing out One (01) no. of SMT Line at ITI Limited Raebareli, (UP). EOI / RFP is hereby invited in two bid system from reputed, experienced and financially sound organizations working in the Electronic Manufacturing sector for leasing out the SMT lines under lease agreement.

Proposed lease of machine lines will be only in the 'as-is-where-is' condition. However the bidder may visit the site to access the machinery condition before quoting the rates. No claim on account of lack of knowledge will be entertained later on. Financial bid shall be opened only of those bidders who qualify in Eligibility and Technical bid.

Photographs of Plant & Machineries included as Annexure-I.

Proposer may refer instruction, proposed lease terms and submit proposals as per format. ITIL reserves itself the right to reject any of received proposals / offers. ITIL also reserve the right to add or remove items proposed for leasing out in a later stage.

ITIL may, for any reason carry out amendment(s) to this EOI document at any time before or after submission of EOI. Amendments including extension of due date if any will be made available in website <https://itilimited.ewizard.in>. Interested parties are advised to visit website regularly until proposals are opened.

Note- The above enquiry is also available on the website <https://tenders.itild.in>, <https://eprocure.gov.in> for viewing purpose and for participation & submission on <https://itilimited.ewizard.in> only.

Guidelines / Instructions to Bidder:-

- This bid has been invited through e-tendering mode only.
- Bids complete in all respects should be submitted on or before the BID DUE DATE.
- Bidder shall provide clause by clause compliance. Please spell out any unavoidable deviations, Clause / Article wise in your bid under the heading Deviations.
- Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. Such price changes shall render the bid liable for rejection.
- The commercial bid of only those bidders shall be opened which meet all the eligibility and technical criteria as per format asked in EOI/RFP.
- Bids shall remain valid for 180 Days after the date of opening of Commercial Bid. A Bid valid for a shorter period shall be rejected as non-responsive
- Submission of Bids shall be only through e-tendering process on <https://itilimited.ewizard.in> which is mandatory for this Tender.
- Tender Type: Two bids i.e., Technical and Financial Bids shall be submitted by the bidder at the same time on the above mentioned tendering portal.

EOI / RFP for Leasing out SMT Line

EOI / RFP for Leasing out SMT Line		
1	Pre-bid meeting	04/05/2026
2	Bid Due date	14/05/2026 up to 16:00 Hrs.
3	Date & Time of opening of Technical Bid	15/05/2026 11:00AM
4	Venue of opening of Technical & Commercial Bids	ITI Limited Raebareli (UP)-229010
5	EMD	Rs.4,00,000
6	Contact Person	Jay Prakash, (Dy.M- Mktg) E-mail: jayprakash_rbl@itild.co.in Mobile No. 9451814851

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1. Introduction

ITI Ltd. has following strong product and service offering, which shall be utilized to become equal partner in this growth track of the nation by bidding for various tenders, published by various govt. agencies.

1.1 Products:

- Smart energy meters, GPON OLT and ONT, PCM multiplexers
- Smart cards and banking cards, Hand held terminals for smart card authentication
- Set top boxes, Wi-Fi equipment, Multiple types of encryption devices for defence
- Solar power module, Switched mode power supply system
- Internet of things (IOT) products, Radio modems, AN Rack hardware
- Mini personal computers, Bank automation products, Optical Fiber Cable
- Outdoor Cabinets for 4G
- 4G RAN Equipment
- Permanently Lubricated HDPE Telecom Duct
- Water Pipes of different sizes

1.2 Services:

- Installation, Commissioning and Maintenance services for Telecom and other supplied equipment
- Contract manufacturing services, Component screening services, Data Centre hosting services etc.

We are writing to express our interest in leasing out One (01) no. of SMT Line along with utility items like UPS, Compressor available tooling, Nozzles, Feeder, Magnifier & Office area in shop, storage of Raw Material & finished goods. We believe that this leasing out arrangement would be mutually beneficial for both of us and we are confident that the machine will meet your requirements.

2. Properties / Plant & Machinery Proposed for Leasing out:-

2.1 SMT Line (Rated CPH 1,25,000 Approximately) along with Screen Printer, 3D-SPI, 3D-AOI, REFLOW OVEN, X-RAY, STENCIL CLEANER, SOLDER PASTE MIXER, UPS, feeders and Compressors – 01 no.

The Line having following items:

Sl.No.	Item	Qty	Make/Supplier
1	MPM-100	01	ITWEAE
2	3D-SPI	02	KOHYOUNG
3	NXT III (M6) (FUJI Corporation)	02	NMTronics India Pvt Ltd
4	XPF W (FUJI Corporation)	02	NMTronics India Pvt Ltd
5	3D-AOI OPTICAL INSPECTION SYSTEM	1	MIRTEC/Accurex india pvt ltd
6	X-RAY	1	GE
7	STENCIL CLEANER	1	COLB
8	DRY Cabinet	3	BERGEN ASSOCIATES PVT LTD.
9	Reflow Oven	02	-
10	UPS	1	-
11	Compressor with Dryer	1	ATLAS COPCO
12	FPT (FLYING PROBE TESTER)	01	M/s SEICA
13	BGA REWORK MACHINE	01	M/s ZEVAC AG

2.2 Office Area, Machine area (Closed) = 551sqm

2.3 Leaded Component Assy Area & Finished Goods Store (Closed) = 93 sqm

2.4 Closed Area for Compressor = 40 sqm

3. Eligibility Criteria :-

- 3.1 Indian Firms which are manufacturers of Electronic Product OR their authorized representative having formal MOU agreement with such firms. Firms will submit supporting documentary proof for the above along with their bid.
- 3.2 The bidder should have valid PAN number (Copy to be submitted along with the bid).
- 3.3 The bidder should have valid GSTIN registration number (Copy to be submitted along with the bid). There should not be any GST default in the name of the party/Organization.
- 3.4 Annual Turnover of the bidder for the previous financial year should not be less than 10 Cr. Relevant document shall be submitted by the party along with the technical bid.

4. Financial Bid

- The bidder shall quote the monthly rent proposed (Excluding electricity & water charges) in Proforma given as Annexure-II.

Instruction to Bidders:

- i) Interested parties are invited to submit their offer along with details of their organization enclosing all relevant supporting documents.
- ii) Proposed terms of lease are enclosed.
- iii) An **EMD of Rs.4,00,000** shall be submitted by the bidder in favour of M/s ITI Limited, Raebareli in the form of DD/ Banker Cheque / NEFT/ RTGS.
- iv) Unsuccessful Bidder's EMD will be refunded within thirty (30) days from the date of award of work to the successful bidder on a written request.
- v) The successful Bidder's EMD will be discharged upon the Bidder signing the Contract/Agreement and furnishing the Performance Bank Guarantee.
- vi) The MSME bidders registered with the designated MSME bodies like National Small Scale Industries Corporation etc. are exempted from payment of EMD fee. Micro and Small Enterprise (MSE) bidders should submit their valid Udyam Registration Certificate indicating URN (Udyam Registration Number) issued from MSME in order to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs. URN certificate should broadly cover the Equipment/ Services offered in tender.
- vii) The successful bidder shall sign lease agreement separately within 15 days of the acceptance of their bid.
- viii) The authorized signatory should sign the EOI with date.
- ix) Interested parties can visit ITI Raebareli before quoting the rates on any working days between 10 AM to 4 PM to inspect the site and gather information. Contact person in this regard is Shri Jay Prakash (Dy.M-MKTG), Contact No.: **9451814851**.

5. Proposed Terms & Conditions of lease

- 5.1 All the property, plant & machinery, utility items and test setups will be allotted on lease agreement will be covered under lease. However, the lessor will retain ownership for the items covered under the lease and has the right to cancel the lease agreement if the lessee contravenes the terms of the agreement or engages in an illegal activity.
- 5.2 Lessee will be permitted to use roads/parking area inside the campus.
- 5.3 Proposed lease of machine lines will be only in the 'as-is-where-is' condition.
- 5.4 No modification in the existing machineries will be allowed without prior permission of competent authority of ITIL.
- 5.5 No structural changes / modification in the existing building will be allowed without prior permission of competent authority of ITIL.
- 5.6 Renovation of building / machineries shall be carried out by Lessee at their own cost after obtaining written clearance from Lessor and the buildings and machineries in working condition shall be handed over to Lessor at the end of lease period.
- 5.7 Any additional tools / toolings / equipment / test setups etc. required for manufacturing and testing their products shall be in the scope of Party only. However, the same can be taken back by the party at the end of lease period.
- 5.8 ITIL has the right to constitute any inspection committee, comprising of competent persons, to inspect the plant & machinery for ensuring satisfactory performance of the Lessee.
- 5.9 The lease of the subject items shall be initially for a period of Two years

only.

- 5.10 After the initial two (02) year period of contract, the contract can be reviewed and continued for a maximum period of two (02) more years with an increase of 10 % per year of the offered rates. This renewal is not a right of the Lessee; however such renewal is on satisfactory completion of the previous two (02) year period.
- 5.11 Payment Terms:-
- a) Monthly rent shall be paid by the party through NEFT/RTGS to ITIL's account between 1st to 7th day of the month after deduction of applicable TDS (if any) as per GFR 194Q after signing of Lease Agreement.
 - b) In default of payment on due date, interest at 3% per month on each installment due would be charged on the outstanding amount.
- 5.12 Security deposit in the form of BG of value equivalent to Three Month's Basic Lease Rent shall be submitted by the Lessee. BG shall remain valid for entire period of lease plus three months extra time. The BG should be issued from any nationalized bank. The BG will be invoked by ITIL in case of non-payment of lease rent or any other dues payable to ITIL in stipulated time or in case of breach of any terms and conditions of the agreement by Lessee.
- 5.13 Either of Lessor or Lessee has to give three (03) months' notice to terminate the contract. Any loss incurred to ITIL will be taken from the security deposit.
- 5.14 The activity proposed shall not cause any adverse impact on the bio-diversity in the surrounding area and shall not cause any pollution. Quick, day-to-day disposal of waste material and refuge shall be maintained at their own cost.
- 5.15 List of items handed over to Lessee will be a part of lease agreement and Lessee shall handover the same at the cost and expense of the lessee in good condition subject to normal wear & tears to Lessor at the end of lease period or in case of default on termination of the lease by the lessor.
- 5.16 Depending upon the availability, any space in addition to the space mentioned in clause section (2) "Properties / Plant & Machinery Proposed for Leasing out" shall be charged extra as per company norms.
- 5.17 The water charges shall be paid by the party at actual on monthly basis to M/s ITI Limited. Separate meters shall be provided for the same by ITI.
- 5.18 The electricity charges shall be paid by the party at actual in addition to the fixed charges as per UPPCL Tariff on monthly basis to M/s ITI Limited. The rate of per unit charges and fixed charges may vary as per UPPCL Tariff. Separate meters shall be provided for the same by ITI.
- 5.19 In case of Power cut, electricity will be provided through DG. The charges for power with DG will be as per actual and it may vary with the prices of DIESEL.
- 5.20 The total electricity charges will be the sum of (Normal Consumption Charges + DG Power Consumption Charges + Fixed Charges).
- 5.21 The routine preventive and breakdown maintenance including required spares and consumables of all the items in possession of the Lessee shall be in the scope of party only. The lessee will, however, be entitled to the benefits of the manufacturers warranties / running AMC (if any) in respect of the plant & machineries. However, after completion of warranty / AMC period, the Lessee shall be responsible for its preventive or breakdown maintenance.
- 5.22 The lessee will cause the leased-out plant and machinery to be operated in accordance with manufacturer's Manuals and Instructions by competent and duly qualified personnel and in accordance with the applicable government regulations for safety and for the lessee's

- business purposes only.
- 5.23 Calibration (if required) of the items covered in possession shall be in the scope of Lessee.
 - 5.24 During the term of the lease, the lessee shall at its own cost and expense keep the plant and machinery in good repair and working condition.
 - 5.25 Proper maintenance of Lighting /Fan in the production hanger area on lease shall be responsibility of Lessee.
 - 5.26 During the term of lease, the lessee shall furnish to the lessor Annual Audited Accounts duly reflecting the said plant and machinery taken on lease and the lease rentals payable for same.
 - 5.27 The lessee shall bear and pay all extra or additional or new taxes or levies in relation to plant and machinery on leasing out the same to the lessee
 - 5.28 One time battery banks has been provided with the UPS, however if required replacement of batteries shall be in the scope of Lessee only.
 - 5.29 Security shall be provided by ITIL at main gate for the purpose of checking of material In & Out.
 - 5.30 The Lessee will not be entitled to assign sub-let, transfer or part with the possession.
 - 5.31 During the period of lease, any damage in whichever form it is made to the property/plant and machinery in use or to the adjoining property caused by the Lessee, will have to be made good by the Lessee. The decision of ITIL will be final in this regard.
 - 5.32 Any tools / toolings / equipment / test setups/ raw materials / consumables etc. required for manufacturing and testing their products shall be in the scope of Party only.
 - 5.33 Lessee stock of raw materials / finished goods will be free of any charges against lessor's statutory liability.
 - 5.34 The Lessee shall be bound by the rules and regulations made by ITIL for day-to-day administration and Lessee shall co-operate with ITIL to smooth running of the affairs.
 - 5.35 No unlawful/illegal activities shall be allowed inside the campus.
 - 5.36 Lessee should cover their establishment under EPF and Miscellaneous Provision Act, ESI Act and all other industrial legislations without fail and Lessor will not be held responsible for any lapses/ shortcomings in this regard.
 - 5.37 The party will be solely responsible for any Complaint/Dispute by the statutory authorities in connection with the non-compliance of any of the statutory requirement during the lease period.
 - 5.38 All the man power required for manufacturing and testing of the product is to be arranged by Lessee themselves.
 - 5.39 In the event of any Dispute arising out of employment of Contract Labour, the party will be responsible to solve such disputes.
 - 5.40 ITI Limited shall not be responsible for death, damage, injury or any other loss that may occur to any of the men engaged by the party for carrying out the work under the lease in the premises of ITI Limited. Any loss to any of the party's workman in ITI Limited premises will have to be compensated by the party as per state Factory Act Rules and other relevant Rules.
 - 5.41 The party shall not be eligible for any kind of compensation/ damage from ITI Limited on accounts of any reason what so ever.
 - 5.42 BIS or any other product certifications required shall be in the scope of Lessee only.
 - 5.43 ITIL hospital may be used by the Lessee on chargeable basis (if required).
 - 5.44 ITIL can consider providing unfurnished accommodation in its Staff Quarters in ITI Township area to the Technicians/Supervisors of the party on applicable rent basis, if required during the lease Period.
 - 5.45 The machinery line may be operated in three shift basis on normal working days. However in order to meet any increased demand or

- exigencies permission to work on Sunday/Holiday can also be given.
- 5.46 The lessee shall keep the plant and machinery fully insured and in case of loss, theft or damages beyond repair, the lessee shall pay the balance lease rentals forthwith and the lessor shall transfer its right title or interest in plant and machinery to the lessee so that the lessee could recover the insurance money. The lessee undertakes to keep the plant and machinery fully insured for the value thereof plus 10% and regularly pay the renewal premium.
- 5.47 First right of refusal wrests with successful bidder in case ITIL adds more machines in future.
- 5.48 The place of the arbitration shall be Raebareli, Uttar Pradesh
- 5.49 Bid splitting will not be allowed.
- 5.50 Process Waste shall be the property of Bidder for which disposal shall be the responsibility of bidder as per Govt. guideline/ Procedure. If any environmental clearance certification is required then it will be the responsibility of Lessee.
- 5.51 Pre-contract Integrity Pact (As per Annexure-III Format attached) on Plain Paper duly signed should be submitted along with Technical Bid/ Tender Documents.
- 5.52 All the above terms and conditions are intended only to be part of initial proposal and the same may be altered/ modified at the time of finalizing the agreement post award of order.

6 Annexure- I : Photographs of Plant & Machineries

SMT Assembly Line

1) SCREEN PRINTER



2) 3D SPI (SOLDER PASTE INSPECTOR)



3) I PICK & PLACE M/C (NXT III M6 MODULE- 02 NOS.)



II PICK & PLACE M/C (XPF W-A)



III PICK & PLACE M/C (XPF W-B)



4) REFLOW OVEN



5) 3D AOI (AUTOMATED OPTICAL INSPECTOR)



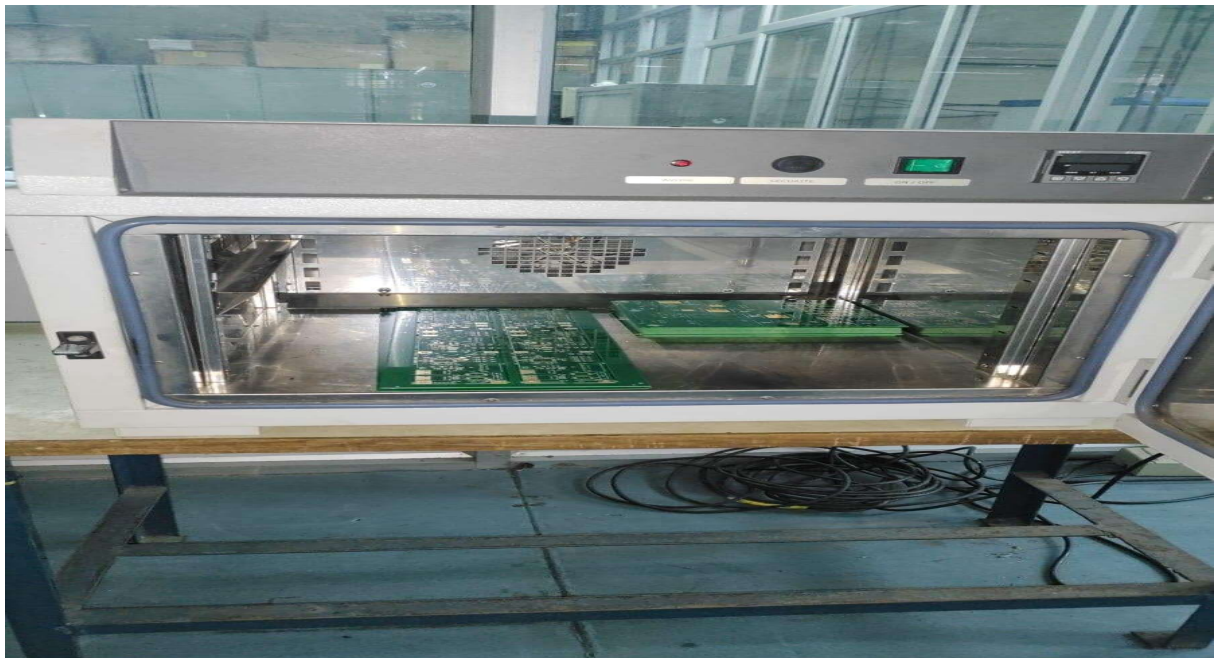
6) STENCIL CLEANER



7) X-RAY



8) DRY CABINET



9) HUMIDITY CHAMBER



10) Solder Paste Mixer:



11) FPT (FLYING PROBE TESTER):



12) BGA REWORK:



7 Annexure- II : Price / Financial Bid

ITI LIMITED
 (A Government of India Undertaking)
 Raebareli (U.P)-229010

EOI/ RFP No. ----- For leasing out one no SMT Line

Name of Firm:

A Offer for EOI / RFP for Leasing out One no SMT Line

SI	Details of the Items	Monthly Rent in Rs (a)	GST % (b)	Total Rent (in Rs.) (with GST) C= a(1+b/100)
1	Leasing out One (01) no. SMT Line, BGA Rework and FPT Machine including utility, other items and storage area etc. as mentioned in point no 2 (Properties / Plant & Machinery proposed for leasing out) of EOI / RFP.			

B Payment terms

1	Validity of offer	180 days
2	Payment Terms	<p>a) Monthly rent shall be paid by the party through NEFT/RTGS to ITIL's account between 1st to 7th day of the month after signing of Lease Agreement.</p> <p>b) In default of payment on due date, interest at 3% per month on each installment due would be charged on the outstanding amount.</p>

Note: Any deviation from above format shall be liable for rejection of the bid.

8. Annexure- III

PRE CONTRACT INTEGRITY PACT

Tender ENQUIRY/ BID /EOI no.....

THIS Integrity Pact is made on.....day of2026.

BETWEEN:

ITI Limited having its Registered & Corporate Office at ITI Bhavan, Dooravaninagar, Bangalore – 560 016 and established under the Ministry of Communications, 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 also include its successors and assigns) ON THE ONE PART

AND:

..... represented by.....Chief Executive Officer (hereinafter called the Contractor(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 bidder/contract ON THE SECOND PART.

Preamble

WHEREAS the Principal intends to award, under laid down organizational procedures, contract for..... (Item details) of ITI Limited Raebareli. 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)/ Contractor(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 Documents 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

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a. No employee of the Principal, personally or through family members, will in connection with the tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.
- b. The Principal will, during the tender process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Actor 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 BIDDER/CONTRACTOR

2.1 The Bidder(s)/Contractor(s) commit 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 enter with other bidders/contractors into any undisclosed agreement or understanding, whether formal or

informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c. 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.
- d. 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.
- e. The Bidder(s)/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.
- f. 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.
- g. 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

- 3.1 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.
- 3.2 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 to 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 transgressions, 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.

- 3.3 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.
- 3.4 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.
- 3.5 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.
- 3.6 On occurrence of any sanctions/ disqualifications etc arising out from violation of integrity pact Bidder(s)/ Contractor(s) shall not entitled for any compensation on this account.
- 3.7 subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/ Contractor(s) could be revoked by the Principal if the Bidder(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) make incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Section-3 of the above for transgressions of Section-2 of the above and shall be liable for compensation for damages as per Section- 5 of this Pact.

SECTION 5 – COMPENSATION FOR DAMAGE

- 5.1 If the Principal has disqualified the Bidder(s)/Contractor(s) from the tender process prior to the award according to Section 3 the Principal is entitled to

forfeit the Earnest Money Deposit/Bid Security/ or demand and recover the damages equitant to Earnest Money Deposit/Bid Security apart from any other legal that may have accrued to the Principal.

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

SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS/ CONTRACTORS

- 6.1 The Principal will enter into Integrity Pact on all identical terms with all bidders and contractors for identical cases.
- 6.2 The Bidder(s)/Contractor(s) undertakes to get this Pact signed by its sub-contractor(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 sub-contractors/sub-vendors/associates.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this Integrity Pact or violate its provisions.

SECTION 7 – CRIMINAL CHARGES AGAINST VIOLATING BIDDER(S)/ CONTRACTOR(S)

- 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 extend the parties comply with the obligations under this pact.
- 8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.
- 8.3 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will

also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents Bidder(s)/Contractor(s) with confidentiality.

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

1- Shri Atul Jindal, IFS (Retd.)

3/10 Vishesh Khand Opp. Little Friend School Gomti Nagar,
Lucknow-226010(UP)

2- Shri Benny John, IRS (Retd.):

Villa No. 36, Kent Plam Villas, Fort Valley Township, Athani,
Kakkanad, Ernakulam, Kerala – 682 030.

Any changes to the same as required / desired by statutory authorities is applicable.

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

- 11.1 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.
- 11.2 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).
- 11.3 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 Bangalore.
- 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.

12.3 Any disputes/ difference arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.

12.4 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 and date first done mentioned in the presence of the witnesses:

For PRINCIPAL

for BIDDER(S)/CONTRACTOR(S)

.....

.....

Jay Prakash
ITI LIMITED, RAEBARELI UP 229010

Witness

Witness

1)

1).....

2)

2).....

10. Annexure-IV

No Deviation Certificate

(To be filled and submitted by the bidder on the Bidder's Letterhead.)

Date: _____

To,

Dy.M- Mkt.
ITI Ltd. Raebareli.

Subject: **No Deviation Certificate**

Reference: EOI/RFP reference No:..... dated XX . YY. ZZZZ

Dear Sir,

We hereby certify that our bid in response to the above-referenced EOI/RFP fully complies with all the terms and conditions, scope of work, and all other stipulations contained in the EOI/RFP document.

We confirm that **there are no deviations** whatsoever from the EOI/RFP requirements and conditions. We understand that any deviation identified at any stage may result in the rejection of our bid or termination of contract if awarded.

We unconditionally accept all the terms and conditions of the tender and agree to abide by them.

Thanking you,
Yours faithfully,

For and on behalf of:

[Name of the Bidder]

Authorized Signatory: _____

Name: _____

Designation: _____

Seal: _____

----- END OF DOCUMENT -----