

ITI LIMITED

Mirzapur Road, Naini – 211010

Ref: ITI/Naini/BD/IT/2026/05/CORRIGENDUM-I

Dated : 30.03.2026

**CORRIGENDUM -I**

EXTENSION OF BID SUBMISSION DATE

**Sub:**

Scope of Work: SELECTION OF SUITABLE BUSINESS PARTNER FOR DESIGN, DEVELOPMENT, IMPLEMENTATION INCLUDING OPERATION & MAINTENANCE OF ADVANCED NEW MANAGEMENT INFORMATION SYSTEM (MIS) IN BIHAR STATE.

**Ref:**ITI/Naini/BD/IT/2026/05

Dated: 27.03.2026

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With reference to the above EoI, all the concerned are hereby requested to note that the following dates are changed.

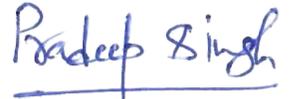
<b>Item of Work</b>	<b>Existing Dates</b>	<b>Extended Dates</b>
Last Date for submission of bids	30-03-2026 (10:00 Hrs)	06/04/2026 (10:00 Hrs)
Date of opening of Technical Bid	30-03-2026 (10:00 Hrs)	06/04/2026 (10:30 Hrs)
Date and Time of Opening of Financial Bid	Will be intimated to technically qualified bidders	Will be intimated to technically qualified bidders

**Note:**

1. Note: Other details of RFP vide ref. ITI/Naini/BD/IT/2026/05 Dated: 27.03.2026 remains unaltered.



[Deputy General Manager – P & BD]



AM - BD

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



**SELECTION OF SUITABLE BUSINESS PARTNER FOR  
DESIGN, DEVELOPMENT, IMPLEMENTATION INCLUDING  
OPERATION & MAINTENANCE OF ADVANCED NEW  
MANAGEMENT INFORMATION SYSTEM (MIS) IN BIHAR  
STATE**

**EOI Enquiry No.: ITI/Naini/BD/IT/2026/05**

**Dated: 27.03.2026**

**Dy. General Manager- P & BD  
ITI Limited, Naini  
Mirzapur Road, Naini,  
Prayagraj – 211010 (UP) INDIA,  
Ph: 6307182604/9450605406  
Email: [atul\\_nni@itilttd.co.in](mailto:atul_nni@itilttd.co.in)  
Website: <http://www.itilttd.in>**



# ITI LIMITED

( A Government of India Undertaking )

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

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

**EOI Enquiry No.: ITI/Naini/BD/IT/2026/05**

**Dated: 27.03.2026**

ITI Limited invites Expression of Interest (EOI) for Selection of Suitable Business Partner for Design, Development, Implementation Including Operation & Maintenance of Advanced New Management Information System (MIS) in Bihar State as per specification given in Scope of Work of Bid Document.

Scope of Work	Design, Development, Implementation Including Operation & Maintenance of Advanced New Management Information System (MIS) in Bihar State as per specification given in Scope of Work of Bid Document.
Expected Qty. (Nos)	N/A
Estimated Value (Rs)	N/A
EoI Fees (Rs)	10000.00 (Payment must be submitted online to the ITI Naini bank account)
Earnest Money Deposit (Rs)	500000.00 (Payment must be submitted online to the ITI Naini bank account)

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

**Exemption from submission of EoI Fees & EMD:** No bidder is exempted to submit EMD amount.

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

- Beneficiary Name : ITI Limited, Naini
- Account Number/IBAN : 43069550659
- IFSC Code : SBIN0003486
- Beneficiary Bank Name : State Bank of India
- Beneficiary Bank Address : ITI Complex, Naini, Mirzapur Road, Naini, Prayagraj- 211010 (UP) INDIA

**For ITI LIMITED**  
**Dy. General Manager- P & BD**

**Important dates**

Date of Issue/Publishing	27/03/2026 (17:00 Hrs)
Last date of receipt of Clarification	30/03/2026 (09:00 Hrs)
Last Date and Time for Submission of Bid	30/03/2026 (10:00 Hrs)
Date and Time of Opening of Technical Bid	30/03/2026 (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@itilttd.co.in](mailto:pradeep_nni@itilttd.co.in)**

**Website: <http://www.itilttd.in>**

## **1.0 INTRODUCTION**

ITI Limited, a Public Sector Undertaking under the Department of Telecommunication, Ministry of Communication and IT, is a leading telecom equipment manufacturer and total solution provider in India. ITI has diversified in to solar project business and has established state of the art solar module manufacturing line of capacity 18 MWp per annum. IT Limited is an ISO 9001, ISO 14001 and ISO 18001 certified manufacturing unit. Presently major customers of ITI are BBNL, BSNL, MTNL, defense, paramilitary forces and railways. The company has executed various turnkey orders such as Bharat- Net, Telecom Towers, UP Police headquarters. ITI make PV module are certified with BIS 14286 certification for wattage range from 40Wp to 325Wp.

## **2.0 Objective/Purpose**

Selection of a Suitable Business Partner for the Design, Development, Implementation Including Operation & Maintenance of Advanced New Management Information System (MIS) in Bihar State as per specification given in Scope of Work of Bid Document.

The tender details of the end customer are available on the PMGSY tender Government of Bihar portal ([www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in)). The tender reference number is **RWD/HQ/MIS/2025-26/04** Dated 18.03.2026.

The successful bidder/s selected through this EOI will sign agreement & Pre- contract Integrity Pact with ITI. ITI will submit its proposal to customer based on the techno-commercial proposal obtained from the successful bidder.

### **3.0 Performance Security**

The successful bidder must furnish a security deposit equal to the amount required by the end customer (Rural Works department, Bihar as per the tender reference mentioned above) with a validity period matching that required by the end customer. The Performance Security shall be deposited in shape of Bank Guarantee and shall be returned after the Installation period is over. The said amount may be forfeited partially or fully for failure to fulfill the terms and conditions of agreement. The Bank Guarantee should be enforceable and payable at the place mentioned in the EOI. No interest will be accrued on the Performance security amount.

**Taxes & Duties:** Relevant Taxes in line with GST i.e. SGST/CGST or IGST to be considered by the bidder. Taxes rate and nature will be on back-to-back basis.

**EOI Type:** Two Bid System

Bids are to be submitted in two parts namely:

- (1) Technical Bid and
- (2) ) Financial Bid.

Both technical and financial bids must be submitted in online mode only.

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

#### **4.0 ELIGIBILITY CONDITIONS**

Bidder shall fulfill following Minimum Eligibility Conditions: -

1. The Bidder should be either a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto and engaged in the business of IT related Works.

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

OR

The Bidder should be either a body incorporated in India under the Limited Liability Partnership Act, 2008: and engaged in the business of IT related Works.

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

OR

The Bidder should be a firm registered under Partnership Act, 1932 in India and engaged in the business of IT related Works.

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

OR

The Bidder should be a firm registered as Sole Proprietor under Shop Act in India and engaged in the business of IT related Works.

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

#### **Experience**

- The bidder should have the experience in Design, Development and roll-out of e-Governance/IT Solution with scope of work containing Hosting and maintenance of MIS application, (ongoing/implemented/completed) for any Central/ State Government Department / PSU's in India in the last Five (5) Years to be calculated with reference to the date of submission of tender.
  - 1 project not less than ₹1.50 Cr. OR
  - 2 projects not less than ₹1.25 Cr. each OR
  - 3 projects not less than ₹0.75 Cr. each
- The agency should have experience in a single MIS project used by at least 5,000 registered users for any Central/ State Government Department / PSU's in India in the last Five (5) Years to be calculated with reference to the date of submission of tender.

A required experience certificate must be issued by a competent authority from SNA / Government / Semi-Government Organization / Statutory Bodies / SECI / DISCOM / Private Organization.

## **Overall Average Annual Turnover**

1. 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).

2. Bidder should have Minimum Average Annual Turnover (MAAT) of **Rs. 37.50 Cr.** in last 3 financial years.

(The bidder should submit Audited Financial Statement for last 3 years to this effect).

Turnover of Group of company will also be considered for evaluation (A summarized sheet of average turnover, certified by registered CA should be compulsorily enclosed).

3. The Bidder should have valid GSTIN registration certificate. A copy of which should be enclosed.

**Note:** Bidder will have to submit an undertaking on its letter head issued by the CA/Managing Director/Director of the company that it is financially meeting the Eligibility criteria as mentioned as above.

## **6.0 Payment Terms**

- No advance payment shall be made.
- Payment will be made on a back-to-back basis via an escrow account (or ITI account) once funds are received from the end customer. Generally, ITI will release payment to the vendor only after:

1. ITI has received the customer payment, and
2. The vendor submits the required documentation (such as the vendor invoice and the end user's goods receipt acknowledgment) as per PO terms.

## **7.0 Training**

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

## **8.0 Cost of Bidding:**

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- If required extra terms & conditions could be added to the existing terms & condition, it has to be complied by the firms.
- In case of contradiction the general terms & conditions will be superseded by the special terms & conditions.

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

Liquidated damages (LD) shall be levied on back-to-back basis means that if ITI Ltd is charged LD for the work executed by the party executing work for ITI Limited for the Customer, the same shall be levied by ITI Limited on party executing the Customer Contract.

## **10.0 Dispute Resolution Clause**

- Any disputes/ difference arising between the parties with regard to term of this EOI, any action taken by the ITI Limited in accordance with interpretation thereof shall not be subject to any Arbitration.
- This EOI shall be interpreted, governed by and construed in all respects in accordance with the laws of India. The courts at Prayagraj shall have exclusive jurisdiction over all matters arising out of or in connection with this EOI.

## 11.0 General Conditions

1. The bidder shall submit clause by clause compliance to the technical specification as per BOQ.
2. Bidder shall provide, Drawings and Datasheets of the tendered solution.
3. **EOI Acceptance Letter:** Bidder should submit unconditional acceptance of all terms & conditions of the EOI document on company's/firm letter head duly signed & stamped by the authorized signatory.
4. Bidder should Sign & Stamped on each page of EOI.
5. No deviation certificate has to be submitted by the party mentioning that "we meet all Technical & commercial Specifications of the EOI" and there shall be no deviation. Party has to submit the aforementioned certificate along with the offer.
6. Quotations shall be liable to be rejected if there is/are any deviation(s) from the specifications.
7. Catalogue, literature, specification details should accompany the quotation. Incomplete quotations are liable to be rejected.
8. Any deviations whether technical or commercial stated anywhere in the bid shall not be taken into account and may render the bid non-responsible and liable to be rejected.
9. Vendor Profile should be submitted along with the bid.
10. Quotation/offer shall be submitted only through online copy within the bid submission last date.
11. ITI reserves the right to suspend or cancel the EOI process at any stage, to accept, or reject any or all offers at any stage of the process and / or to modify process, or any part thereof, at any time without assigning reason, any obligation or liability whatsoever.
12. During the evaluation of EOI, if ITI requires any clarifications, the Bidder should be ready to give clarifications for any part of the offer against this EOI to ITI to complete the evaluation.
13. Bidder must submit the signed integrity pact along with the techno commercial bid.  
(Format Attached at Annexure-I)

**12.0 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)

**13.0 Validity of Offer:** Quoted/Offer Price shall be valid for 120 days.

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

**15.0 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.

**16.0 Cost of EOI:** The vendor shall bear all cost associated with the preparation & submission of its EOI including cost of presentation for purposes of clarification of the offer, if so desired by ITI. ITI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the EOI process. In this case, submissions of required material as per sample plan of certifying agency is to be arranged & provided free of cost by bidder.

**17.0 Amendment of EOI:** At any time prior to the last date for receipt of offers, ITI may for any reason, whether at its own initiate for in response to a clarification requested by a prospected vendor modified by the EOI document by an amendment. In order to provide prospective vendor reasonable time in which to take the amendment into account in preparing their offers, ITI may, at their discretion extend the last date for the receipt of offers and / or make other changes in the requirements set out in the invitation for EOI.

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

**Note:** In case there are any clarifications on this notification, please contact Asst. Manager- Production & Business Development, e-mail: [pradeep\\_nni@itilttd.co.in](mailto:pradeep_nni@itilttd.co.in). All clarifications shall be asked through e-mail only.

## **19.0 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 inter alia 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;
  - 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.

**XX. Award of Contract:**

Bidder offering the Lowest quoted amount shall be declared as the L1 bidder. The Financial Bid format is enclosed.

**20.0 Following documents are to be submitted by the bidder along with the bid-**

1. EMD/Tender fees through RTGS/NEFT acknowledgement.
2. Compliances/Approval/registration certificate or any other document required as per eligibility criteria given in the EOI.
3. Signed EOI acceptance letter.
4. Signed Pre-Integrity Pact.

**21.0 Other Important Terms & Conditions:**

1. Only the successful bidder will be informed of being the L1. All the techno commercial terms & payment terms will be on back-to-back basis.
2. ITI 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. All the financial terms like Payment, taxation, LD & other will be on back-to-back basis as per the above cited EOI Terms & conditions received by ITI in its PO/Work Order form the end customer.
4. It will be the responsibility of the contractor to train and educate the ultimate user for handling and operating the equipment free of cost.
5. Vendor will sign Service Level Agreement (SLA) with ITI. The draft copy of SLA will be as per the customer tender (in case provided by the customer) or will be provided by ITI. In case of conflict between ITI's terms & conditions and the terms & condition as per customer's tender the ITI's terms & conditions prevail over said EOI terms & condition.
6. It will be the sole responsibility of the bidder to provide the following document for ITI's participation in the EOI:
  - a. Technical Proposal content as per the customer tender.
  - b. In case of product demonstration, it will be the bidder's responsibility to arrange the same.
  - c. Another needful requirement as per customer tender.
8. In case Acceptance Test Procedure (ATP) is mentioned in the customer tender or is conducted by the customer at any stage, it will be on back-to-back basis and the ATP test will be conducted as per the customer tender documents or ITI will provide its own ATP procedure.

Additional work may be required to carry out according to the actual product 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.

**22.0 Award of Contract:**

Bidder offering the Lowest quote shall be declared as the L1 bidder. The Financial Bid format is enclosed.

ITILIMITED						
Financial Bid						
Proforma for quoting the rates						
Quotation No. / Date						
EoI/TENDER Ref. No.						
Name of Work						
Name of Bidder						
Design and Development Phase						
S. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder (Excluding Tax)	TOTAL AMOUNT (Excluding Taxes)	
1	Design and Development Phase - CAPEX - A					
1.01	Design, Development and Finalization of Advanced MIS structure followed by testing-UAT Completion and GO Live ( Successful Deployment of Application)	1	Lump Sum Basis		0	
2	Operation and Maintenance Phase – OPEX - B					
2.01	TL Cum Solution Architect	1	RATE/MONTH		0	
2.02	Software Maintenance Experts	3	RATE/MONTH		0	
2.03	Web Developer	1	RATE/MONTH		0	
2.04	App Developer	1	RATE/MONTH		0	
2.05	Technical Support Executive	2	RATE/MONTH		0	
<b>Total Cost</b>					0	

**\* The lowest TOTAL COST OF FINANCIAL BID shall be declared the successful bidder.**

**Note:** No color cells should be left blank.

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

## **Other Terms & Condition: -**

1. All the financial terms & conditions will be on back-to-back basis.
2. **Currency of Purchase Order:** ITI will place purchase order on bidder in INR only.
3. **Taxes:** As per the customer tender.
4. ITI will place PO/work Order on successful bidders only if the ITI receives its PO/work order from its customer as mentioned in this EOI.
5. Bidder offering the lowest quoted amount shall be declared as successful (L1) bidder. The decision of competent committee of ITI shall be final in this regard and cannot be challenged in any manner and also be binding on all the bidders.
6. Further, ITI will issue a new EoI if ITI does not have the L1 position in the end customer's tender, and ITI shall have the option to match the L1 price offered by the end customer.
7. ITI shall place work order to successful bidder (L1) on the value offered to ITI against the EOI for execution of project/work as per customer's tender condition.

**Annexure-I**

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

**Annexure-II****Bidders Profile**

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

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

**Date:**

To,

-----  
-----

Subject: Acceptance of Terms & Conditions of EOI.

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

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

**Dear Sir,**

I (Name) -----have received the EOI reference no-----  
----- for mentioned workfrom the website/email.

I hereby certify that I have read the entire terms and conditions of the EOI documents from Page No....to ..... (Including all documents like annexure(s), schedule(s), amendments and reference EOI etc.) which form part of the contract agreement and I shall abide here by the terms/conditions/clauses contained therein.

The corrigendum(s) issued from time to time by your department/organization too has also been taken into consideration, while submitting this acceptance letter.

I hereby unconditionally accept the EOI conditions of above mentioned EOI document(s)/corrigendum(s) in its totality/entirety.

I hereby unconditionally accept all the EOI conditions of ITI & \_\_\_\_\_  
(Customer Name) Tender/ EOI document/corrigendum(s) in its totality/entirety.

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

Yours Faithfully,

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

**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**

**Date:**

To,

-----  
-----

Sub: Declaration by Authorized Signatory

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

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

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

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

Yours faithfully,

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

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

**Declaration for non-blacklisting**

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

**Date:**

To,

-----  
-----

Sub: Declaration for non-blacklisting

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

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

Dear Sir,

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

Date:

Place:  
person

Signature of authorized

Full Name & Designation:

Company's Seal:

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

**Annexure –VI**

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

**Date:**

To,

-----  
-----  
-----

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

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

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

Dear Sir,

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

Date:

Place:  
person

Signature of authorized

Full Name & Designation:

Company's Seal:

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

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

**Date:**

To,

-----  
-----

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

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

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

**Dear Sir,**

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

I hereby certify that I have read the entire terms and conditions of the EOI documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), amendments and reference EOI etc.) which form part of the contract agreement and I shall abide here by the terms/conditions/ clauses contained therein.

The corrigendum(s) issued from time to time by your department/organization too has also been taken into consideration, while submitting this acceptance letter.

I hereby unconditionally accept the EOI conditions of above mentioned EOI document(s)/corrigendum(s) in its totality/entirety.

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

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

Yours Faithfully,

**(Signature of the Bidder, with Official Seal)**

**PRE-CONTRACT INTEGRITY PACT**

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

TENDER/EoI No.....

This Integrity Pact is made on .....day of .....2025

**BETWEEN:**

ITI Limited, .....having its Registered & corporate office at ITI Bhavan, Dooravaninagar, Bangalore – 560016 India, and established under the Ministry of Communications & IT, Government of India (hereinafter called the Principal), which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman & Managing Director, Directors, Officers or any of them specified by the Chairman & Managing Director in this behalf and shall include its successors and assigns) **ON THE ONE PART**

**AND:**

M/s ..... represented by..... Chief Executive Officer (here in after called the BIDDER(s)), which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the IMSP/contract **ON THE SECOND PART.**

**Preamble**

WHEREAS the Principal intends to award, under laid down organizational procedures, TENDER/contract for.....(name of the Stores / equipment's / items). The Principal, values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness/ transparency in its relations with its BIDDER(s).

In order to achieve these goals, the Principal has appointed an Independent External Monitor (IEM), who will monitor the TENDER process and the execution of the contract for compliance with the principles as mentioned herein this agreement.

WHEREAS, to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact the terms and conditions of which shall also be read as integral part and parcel of the TENDER and contract between the parties.

**NOW THEREFORE, IN CONSIDERATION OF MUTUAL COVENANTS STIPULATED IN THIS PACT THE PARTIES HEREBY AGREE AS FOLLOWS AND THIS PACT WITNESSETH AS UNDER:**

**SECTION 1 – COMMITMENTS OF THE PRINCIPAL**

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

a. No employee of the Principal, personally or through family members, will in connection with the TENDER for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.

b. The Principal will, during the TENDER process treat all BIDDER(s) with equity and reason. The Principal will in particular, before and during the TENDER process, provide to all BIDDER(s) the same information and will not provide to any BIDDER(s) confidential/ additional information through which the BIDDER(s) could obtain an advantage in relation to the TENDER process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons. If the principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Act if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

## **SECTION 2 – COMMITMENTS OF THE IMSP / CONTRACTOR**

2.1 The BIDDER(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the TENDER process and during the execution of the contract.

a. The BIDDER(s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the TENDER process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever (during the TENDER process or during the execution of the contract.

b. The BIDDER(s)/contractor(s) will not commit any offence under IPC/PC Act, further the BIDDER(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

c. The BIDDER(s)/Contractor(s) of foreign origin shall disclose the name and address of the agents /representatives in India, if any. Similarly, the BIDDER(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

d. The BIDDER(s) f Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.

e. The BIDDER(s)/Contractor(s) will not bring any outside influence and Govt. bodies directly or indirectly on the bidding process in furtherance to his bid.

f. The BIDDER(s)/Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

## **SECTION 3 – DISQUALIFICATION FROM TENDER PROCESS & EXCLUSION FROM FUTURE CONTRACTS**

If the BIDDER(s)/Contractor(s), during TENDER process or before the award of the contract or during execution has committed a transgression in violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify BIDDER(s)/Contractor(s) from the TENDER process.

If the BIDDER(s)/Contractor(s), has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled exclude including blacklisting for future TENDER/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of transgression, the position of the transgressor within the company hierarchy of the BIDDER(s)/Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.

The BIDDER(s)/Contractor(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts

and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.

A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that on the basis of facts available there are no material doubts.

The decision of the Principal to the effect that breach of the provisions of this Integrity Pact has been committed by the BIDDER(s)/ Contractor(s) shall be final and binding on the BIDDER(s)/Contractor(s), however the BIDDER(s)/Contractor(s) can approach IEM(s) appointed for the purpose of this Pact.

On occurrence of any sanctions/ disqualifications etc. arising out from violation of integrity pact BIDDER(s)/ Contractor(s) shall not be entitled for any compensation on this account.

Subject to full satisfaction of the Principal, the exclusion of the BIDDER(s)/Contractor(s) could be revoked by the Principal if the IMSP (s)/ Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption preventative system in his organization.

#### **SECTION 4 – PREVIOUS TRANSGRESSION**

4.1 The BIDDER(s)/Contractor(s) declares that no previous transgression occurred in the last 3 years immediately before signing of this Integrity Pact with any other company in any country conforming to the anti- corruption/transparency International (TI) approach or with any other Public Sector Enterprises/ Undertaking in India of any Government Department in India that could justify his exclusion from the TENDER process.

4.2 If the BIDDER(s)/ Contractor(s) makes incorrect statement on this subject, he can be disqualified from the TENDER process or action for his exclusion can be taken as mentioned under Section-3 of the above for transgressions of Section-2 of the above and shall be liable for compensation for damages as per Section- 5 of this Pact.

#### **SECTION 5 – COMPENSATION FOR DAMAGE**

5.1 If the Principal has disqualified the BIDDER(s)/Contractor(s) from the TENDER process prior to the award according to Section 3 the Principal is entitled to forfeit the Earnest Money Deposit/Bid Security/ or demand and recover the damages equivalent to Earnest Money Deposit/Bid Security apart from any other legal that may have accrued to the Principal.

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

#### **SECTION 6 – EQUAL TREATMENT OF ALL IMSPS/CONTRACTORS**

61 The Principal will enter into Integrity Pact on all identical terms with all IMSPs and contractors for identical cases.

62 The BIDDER(s)/Contractor(s) undertakes to get this Pact signed by its subcontractor(s)/sub- vendor(s)/ associate(s), if any, and to submit the same to the Principal along with the TENDER document/contract before signing the contract. The BIDDER(s)/Contractor(s) shall be responsible for any violation(s) of the provisions laid down in the Integrity Pact Agreement by any of its subcontractors/ sub-vendors / associates.

63 The Principal will disqualify from the TENDER process all IMSPs who do not sign this Integrity Pact or violate its provisions.

#### **SECTION 7 – CRIMINAL CHARGES AGAINST VIOLATING BIDDER(S)/CONTRACTORS**

7.1 If the Principal receives any information of conduct of an BIDDER(s)/Contractor(s) or sub-contractor/ sub- vendor/associates of the BIDDER(s)/Contractor(s) which constitutes corruption or if the principal has substantive suspicion in this regard, the principal will inform the same to the Chief Vigilance Officer of the Principal for appropriate action.

## **SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)**

8.1 The Principal appoints competent and credible Independent External Monitor(s) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.

8.3 The BIDDER(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the BIDDER(s)/Contractor(s). The BIDDER(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents BIDDER(s)/Contractor(s) with confidentiality.

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

8.5 The Monitor will submit a written report to the Chairman & Managing Director of the Principal within ..... to .....weeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.

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

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

8.8 Details of the Independent External Monitor appointed by Principal at present is furnished below:

## **SECTION 9 - FACILITATION OF INVESTIGATION**

9.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the Principal or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER(s)/Contractor(s) and the BIDDER(s)/Contractor(s) shall provide necessary information and documents in English and shall extend all help to the Principal for the purpose of verification of the documents.

## **SECTION 10 - LAW AND JURISDICTION**

10.1 The Pact is subject to the Law as applicable in Indian Territory. The place of performance and jurisdiction shall 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 Designation.

Name Designation.

Witness:

1. ....

1. ....

2. ....

2. ....