

ITI LIMITED
(A Government of India Undertaking)



**EXPRESSION OF INTEREST (EoI) FOR SELECTION OF A
SUITABLE BUSINESS PARTNER TO SUPPORT ITI LIMITED,
NAINI IN THE MANUFACTURING OF SOLAR MODULE MOUNTING
STRUCTURES AND OTHER MECHANICAL ACCESSORIES**

EOI Enquiry No.: ITI/NNI/BD/MMS/2026/01

Dated: 20th Aug, 2026

Deputy Manager- P & BD
ITI Limited, Naini
Mirzapur Road, Naini, Prayagraj –
211010 (UP) INDIA,
Ph: 6394793179
Email: pradeep_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/NNI/BD/MMS/2026/01

Dated: 20th Aug, 2026

ITI Limited invites Expression of Interest (EOI) for Selection of a Suitable Business Partner to Support ITI Limited, Naini in the Manufacturing of Solar Module Mounting Structures and other Mechanical Accessories as per specification given in scope of work of bid document.

Scope of Work	Selection of a Suitable Business Partner to Support ITI Limited, Naini in the Manufacturing of Solar Module Mounting Structures and other Mechanical Accessories as per specification given in scope of work of bid document.
EoI Fees (Rs)	Rs. 5000.00 (Payment must be submitted online to the E-wizard Portal)
Earnest Money Deposit (Rs)	50000.00 (Payment must be submitted in the form of FDR/CDR/BG/DD)

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

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
Deputy Manager- P & BD

Earnest Money Deposit (EMD)

- The EMD amount of **Rs. 50000.00 (Rs. Fifty Thousand only)** shall be submitted by the bidder along with the bid. No interest shall be payable on the EMD. Photocopy of EMD must be submitted separately. The validity of EMD shall be for a period of six months from the Bid Deadline. The EMD amount of successful bidder may be converted to Performance Security/ Security Deposit at the time of placement of Purchase Order. EMD must be submitted in the form of FDR/DD/RTGS/NEFT/BG. The FDR/DD/Bank Guarantee must be in favor of “ITI Limited, Naini”, payable at Prayagraj.
- The Earnest Money so deposited will be liable for forfeiture: -
 - o If the Bid which it covers, is withdrawn before the Bidder received formal intimation as to the ITI ‘s decision in regard to the RfP within validity of the Bid,

OR

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

Note: All MSMEs notified as per GFR 2017 clause no. 1.10.4 shall be exempted from payment of Tender Document Fee and Bid Security/ Earnest Money Deposit. For claiming this exemption, MSME must, along with their offer, provide proof of their being registered as MSME (indicating the terminal validity date of their registration) for the item tendered, with any agency mentioned in the notification of Ministry of MSME.

Performance Security

The Letter of Intent (LOI) will be issued to the H1 / successful bidder. The successful bidder shall submit a security deposit of Rs. 1.00 lakh, valid for duration specified in LOI/Contract Period + 03 Months, in the form of an DD/FDR/CDR or Bank Guarantee, within the period specified in the LOI. Failure to do so will be considered as unwillingness to enter into business with ITI, and the EMD submitted by the bidder will be forfeited by ITI.

Return of Deposits and forfeiture of Deposits: -

- In case the Bidder is not selected, ITI shall release the EMD or will return Bank Guarantees towards EMD after thirty days of the issue of LOI to Selected Bidder.
- The EMD/Security Deposit shall be forfeited or Bid Security Declaration (wherever applicable) shall be executed under following condition.
 - o If the bidder withdraws the Bid or seeks to modify, alter, add or subtract or put any rider on any ground whatsoever, after last date and time for submission of Bid and during the period of Bid Validity.
 - o In case of successful bidder, if the bidder fails within the specified time limit or extended time limit to furnish the required Performance Security; or
 - o If the bidder indulges in any type of unfair or corrupt practice or submit any false information;
 - o If the bidder indulges in any type of Bid rigging, Collusive Bidding or any other type of Anti-Competitive Activity.

Important dates

Date of Issue/Publishing	20/08/2026 (17:00 Hrs)
Last date of receipt of Clarification	24/08/2026 (17:00 Hrs)
Last Date and Time for Submission of Bid	03/09/2026 (10:00 Hrs)
Date and Time of Opening of Technical Bid	03/09/2026 (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 –

Deputy Manager – Production & Business Development

ITI Limited, Naini

Mirzapur Road, Naini, Prayagraj –

211010 (UP) INDIA,

Ph: 6394793179

Email: pradeep_nni@itiltd.co.in

Website: <http://www.itiltd.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.

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.
- Permanently Lubricated HDPE Telecom Duct.

2.0 Objective/Purpose

The purpose of this **Short Expression of Interest (EoI)** is to select a suitable **Business Partner** to support **ITI Limited, Naini** in the manufacturing and supply of **Solar Module Mounting Structures and other Mechanical Accessories**.

In the first phase, ITI Limited, Naini has a requirement for approximately **50,000 Nos. of Solar Module Mounting Structures** suitable for **75 Wp Solar Modules**.

The scope of work may subsequently be enhanced to include the **manufacturing and supply of additional quantities of Module Mounting Structures suitable for SPV Modules of different wattages**, as per the requirements of ITI Limited, Naini against upcoming orders for **Solar Street Lighting Systems (SSLS) and Solar Power Plants**. Further, the **manufacturing and supply of other Mechanical Accessories** shall also be undertaken as per the requirements of ITI Limited, Naini.

The **Solar Module Mounting Structures shall be manufactured at the Mechanical Manufacturing Shop of ITI Limited, Naini**.

The **detailed design, drawings, technical specifications, and other relevant details** of the Solar Module Mounting Structures and Mechanical Accessories shall be shared with the selected Business Partner after completion of the selection process.

The selected Business Partner shall provide the necessary technical support, expertise, and assistance for the manufacturing and supply of the Solar Module Mounting Structures in accordance with the requirements of ITI Limited, Naini.

Under this partnership, the business model will be on **revenue-share model**, i.e. all revenue generated during this collaboration will be shared in an agreed ratio via a separate escrow account.

Note: The project shall be undertaken by ITI Limited with the assistance of a selected business partner. Furthermore, the ownership of the area used for this purpose will at all times remain with ITI Limited and will not be leased or handed over to the selected business partner.

Responsibility

a) Responsibilities of the Successful Business Partner

The successful Business Partner shall be responsible for the following:

The points should be renumbered and wording standardized as follows:

1. **Procurement of Raw Materials:** All expenses related to the procurement of raw materials required for the manufacturing of Solar Module Mounting Structures and Mechanical Accessories shall be borne by the successful Business Partner.

2. **Expert Manpower:** The successful Business Partner shall arrange and bear the cost of hiring/deployment of skilled, semi-skilled, and casual manpower, as required for the manufacturing of Solar Module Mounting Structures and Mechanical Accessories.
3. **Finishing of Manufactured Products:** The finishing (Galvanizing) of the manufactured products shall also be within the scope and responsibility of the successful Business Partner.
4. **Other Expenses:** All costs and expenses that are not specifically mentioned in this EoI but are essential for the successful execution and completion of the work shall be borne by the successful Business Partner.

b) Responsibilities of ITI Limited

ITI Limited, Naini shall be responsible for the following:

1. **Access to Infrastructure:** ITI shall provide the successful Business Partner access to the Mechanical Manufacturing Shop and related infrastructure for infrastructure assessment, vendor evaluation, inspection, certification, and other related activities.
2. **Utilities:** ITI shall provide the required electricity and water for manufacturing activities at the ITI Naini premises, as per the mutually agreed requirements.
3. **Supply of Materials:** The supply of the manufactured materials/products shall be within the scope and responsibility of **ITI Limited, Naini**.
4. **ESCROW Account:** ITI shall facilitate the opening of an ESCROW account for sharing the revenue between ITI and the successful Business Partner in accordance with the mutually agreed revenue-sharing ratio and terms.
5. **Nodal Officer:** ITI shall nominate a Nodal Officer who shall coordinate with the successful Business Partner for all activities related to the project, including technical, commercial, operational, and administrative matters.

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.

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

3.0 PRE-QUALIFYING REQUIREMENT:

QUALIFYING REQUIREMENTS

	Particulars	Valid Documents Requirement
A.	TECHNICAL CRITERIA:	
1	The Bidder should be incorporated in India under Companies Act, 1956 or 2013/ and further amendment(s) Or A Limited Liability Partnership Firm (LLP) registered under section 12 of Limited Liability Partnership Act, 2008 Or Partnership firm, registered under section 59 of the Partnership Act, 1932.	A copy of certificate of incorporation should be furnished along with the bid in support of above.
2	The Bidder should be into Mechanical Manufacturing business for not less than 3 years prior to the date of bid submission.	A copy of certificate of incorporation should be furnished along with the bid in support of above.
3	The bidder must have had experience in manufacturing Mechanical-related products in each of the preceding five financial years: 2020-21, 2021-22, 2022-23, 2023-24, and 2024-25. The work shall be carried out in any DISCOMS/state Govt./Central Govt./ Private sector in India. This shall be in satisfactory service for at least a period of one-year prior to the date of submission of bid.	The copies of Work Awards/PO's/ Agreement shall be uploaded. Work completion certificates / Performance certificate of SPV Module issued by any Competent Authority to be uploaded.
4	The bidder shall upload documents of (a) PAN Card & (b) GST Registration certificate	Documents shall be uploaded.
5	The Bidder shall upload Power of attorney on non-judicial stamp paper of appropriate value.	The POA of bidder shall be uploaded.

B	FINANCIAL CRITERIA:	
1	The Bidder should have Minimum Average Annual Turnover (MAAT) of 2.0 Cr, during 3 FY out of last 5 preceding Financial Years (i.e., FY 2020-21, 2021-22, 2022-23, 2023-24 & 2024-25)	Bidder should upload mandatorily all Audited Balance sheet, CA certified profit & loss account statements for the last Five years (i.e., FY 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24) scanned and uploaded in original.
2	Bidder(s) should have Positive (+ve) Net worth at the close of the preceding financial year.	Auditor's certificate shall be submitted for the same.

Note: A bidder who holds an MSME certificate is eligible for relaxation in the mandatory turnover and experience requirements.

4.0 Guidelines / Instructions to Bidder: -

- Vendor to submit bid through online mode only.
- Bids (Technical & Financial) complete in all respects must be submitted on or before the **Bid Due Date**.

Offer of those bidders will not be accepted & will be summarily rejected who have not submitted PBG or executed the work against the LoI issued in the past in the similar cases.

- Bidder must provide clause wise compliance. Bidder to clearly specify any deviations in the Technical & Financial bid against the EOI. The authorized signatory must confirm and sign & stamp the EOI documents with date.
- After Due Date, the bidder shall not make any subsequent price changes in the bids, 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 Financial bid of only those bidders shall be opened which meet all the eligibility and technical criteria as per format asked in EOI.
- Bids shall remain valid for 90 days after the date of opening of Financial Bid. A Bid valid for a shorter period shall be rejected as non-responsive.

5.0 Instruction to Bidders: -

- Interested parties are invited to submit their offer along with details of their organization enclosing all relevant supporting documents.
- Proposed terms of EoI are enclosed.
- An EMD of **Rs. 50000.0 (Rupees Fifty Thousand only)** shall be submitted by the bidder in favour of M/s ITI Limited, Naini in the form of DD/ BG/ Banker Cheque/FDR.
- 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.
- The successful Bidder's EMD will be refunded after signing the Contract/Agreement/MoU with ITI and furnishing the Performance Bank Guarantee.

- The qualified bidder (H1) will be issued LoI (Letter of Intent). Against the LoI, qualified bidder (H1) will be required to submit Performance Bank Guarantee/Security Deposit. After submission of the same, the qualified bidder (H1) will be required to sign MoU agreement with ITI separately within 30 days of issuance of LoI. After signing of MoU agreement LoA/Work Order will be issued to qualified bidder (H1).
- Interested parties can visit ITI Limited, Naini before submission of bids on any working day between 10 AM to 4 PM for infrastructure assessment.
- Contact person in this regard are Shri Pradeep Singh; Deputy Manager –Production & Business Development; Contact No.: 6394793179 and Mohd. Adil; DM-IMM, EDP & Machine Shop; Mob. No. 7007462166.

Initially, the contract period shall be for a period of Twelve Months (12

- Months) which may be extended further on mutual consent keeping in view the performance of the successful bidder.

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 If no viable business opportunity exists or is secured within one year, this selection will be automatically terminated.

12.0 General Conditions

1. The bidder shall submit clause by clause compliance to the technical specification as per BOQ.
2. **EOI Acceptance Letter:** Bidder should submit unconditional acceptance of all terms & conditions of the EOI document on company's/firm letter head duly signed & stamped by the authorized signatory.
3. Bidder should Sign & Stamped on each page of EOI.
4. No deviation certificate has to be submitted by the party mentioning that "we meet all Technical & commercial Specifications of the EOI" and there shall be no deviation. Party has to submit the aforementioned certificate along with the offer.
5. Quotations shall be liable to be rejected if there is/are any deviation(s) from the specifications.
6. Catalogue, literature, specification details should accompany the quotation. Incomplete quotations are liable to be rejected.
7. 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.
8. Vendor Profile should be submitted along with the bid.
9. Quotation/offer shall be submitted only through online copy within the bid submission last date.
10. ITI reserves the right to suspend or cancel the EOI process at any stage, to accept, or reject any or all offers at any stage of the process and / or to modify process, or any part thereof, at any time without assigning reason, any obligation or liability whatsoever.
11. During the evaluation of EOI, if ITI requires any clarifications, the Bidder should be ready to give clarifications for any part of the offer against this EOI to ITI to complete the evaluation.
12. Bidder must submit the signed integrity pact along with the techno commercial bid.
(Format Attached at Annexure-I)

13.0 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)

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

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

16.0 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.

17.0 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.

18.0 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.

19.0 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 with below officials:

1. Deputy Manager- P & BD, e-mail: pradeep_nni@itilttd.co.in.
 2. Deputy Manager- IMM, EDP & Machine Shop, email: adil_nni@itilttd.co.in.
- All clarifications shall be asked through e-mail only.

20. Other Terms and conditions:

I. SUB-CONTRACT:

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

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

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

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

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

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

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

V. PLACING OF WORK ORDER:

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

VI. TERMINATION OF CONTRACT IN PART OR FULL:

- The Purchaser may terminate this Contract in full or in part by giving the Bidder a prior and written notice indicating its intention to terminate the Contract under the following circumstances:
 - a. Where the Purchaser is of the opinion that there has been such Event of Default on the part of the Bidder which would make it proper and necessary to terminate this Contract and may include failure on the part of the Bidder to respect any of its commitments with regard to any part of its obligations under its Bid, the RFP or under this Contract.
 - b. Where it comes to the Purchaser's attention that the Bidder (or the Bidder's Team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of the Bidder's Bid, the RFP or this Contract.
 - c. Where the Bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including interalia the filing of any bankruptcy proceedings against the Bidder, any failure by the Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Bidder or the happening of any such events that are adverse to the commercial viability of the Bidder. In the event of the happening of any events of the above nature, the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor Bidder and to ensure business continuity.
 - d. Termination for Insolvency: The Purchaser may at any time terminate the Contract by giving written notice to the Bidder, without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Purchaser.
 - e. Termination for Convenience: The Purchaser, may, by prior written notice sent to the Bidder at least 6 months in advance, terminate the Contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.
- The Purchaser may retain such amounts from the payment due and payable to the Bidder as may be required to offset any losses caused to the Purchaser as a result of such event of default and the Bidder shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser in this regard. Nothing herein shall affect the continued obligation of the Bidder and Bidder's team to perform all their obligations and responsibilities under this Contract in an identical manner as were being performed before the occurrence of the default.

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

VII. CONSEQUENCES OF TERMINATION:

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

VIII. DISCLAIMER:

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

IX. FORCE MAJEURE:

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

- Further if the period of Force Majeure event extends beyond three months* the parties may consider the foreclosure of the agreement. * Period of three months may vary at the discretion of ITI as per the validity period of the contract.

X. GOVERNING LAW AND JURISDICTION:

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

XI. Price Variation

No variation in price is permitted under this EoI.

XII. Risk Purchase

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

XIII. Indemnity:

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

XIV. Intellectual Property Rights:

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

- ii. The successful bidder shall, not later than upon termination or expiration of this contract, deliver all such documents and software to the procuring entity, together with a detailed inventory thereof.
- iii. The successful bidder may retain a copy of such documents and software but shall not use it for any commercial purpose.

XV. Language of offers

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

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

XVII. Cost of RFP:

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

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

XIX. Amendment of RFP:

At any time prior to the last date for receipt of offers, ITI, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by an amendment. In order to provide prospective bidder reasonable time in which to take the amendment into account in preparing their offers, ITI may, at their discretion, extend the last date for the receipt of offers and/or make other changes in the requirements set out in the Invitation for RFP.

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

1. EMD through demand draft /BG/FDR acknowledgement or copy of BG and proof of dispatch of BG to ITI. In case BG/DD/FDR is submitted as EMD, it may be ensured that the original document is received in ITI before the due date. ITI will not be responsible for any postal delay/damage.
2. Compliances/Approval/registration certificate or any other document required as per eligibility criteria given in the EOI.
3. Signed EOI acceptance letter.
4. Signed Pre-Integrity Pact.

21.0 Other Important Terms & Conditions:

1. Only the successful bidder will be informed of being the H1. All the techno commercial terms & payment terms will be on back-to-back basis.
2. ITI reserves the right to waive minor deviations and add minor modifications if they do not materially affect the capability of the bidder to perform the contract.
3. 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 highest margin shall be declared as the H1 bidder. The Financial Bid format is enclosed.

Annexure-I

Checklist of documents/information to be submitted:		Attached (Y/N)
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	Price/Financial Bid as per Annexure -VIII.	
14	Pre-Contract Integrity Pact as per Annexure-IX.	

Annexure-II**Bidders Profile**

Sl. No.	Profile	Details		
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 partof 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:

Signature of authorized

person

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 onday of2025

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 or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

SECTION 2 – COMMITMENTS OF THE IMSP / CONTRACTOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 4 – PREVIOUS TRANSGRESSION

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

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

SECTION 5 – COMPENSATION FOR DAMAGE

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

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

SECTION 6 – EQUAL TREATMENT OF ALL IMSPS/CONTRACTORS

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

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

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

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

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

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

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

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

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

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

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

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

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

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

SECTION 9 - FACILITATION OF INVESTIGATION

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

SECTION 10 - LAW AND JURISDICTION

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

10.2 The actions stipulated in this Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

SECTION 11 – PACT DURATION

This Pact begins when both the parties have legally signed it. It expires after 12 months on completion of the warranty/ guarantee period of the project /work awarded, to the fullest satisfaction of the Principal.

If the BIDDER(s)/Contractor(s) is unsuccessful, the Pact will automatically become invalid after three months on evidence of failure on the part of the BIDDER(s)/Contractor(s).

If any claim is lodged/made during the validity of the Pact, the same shall be binding and continue to be valid despite the lapse of the Pact unless it is discharged/determined by the Chairman and Managing Director of the Principal.

SECTION 12 - OTHER PROVISIONS

12.1 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate office of the Principal at Bengaluru.

12.2 Changes and supplements as well as termination notices need to be made in writing by both the parties. Side agreements have not been made.

12.3 If the BIDDER(s)/Contractor(s) or a partnership, the pact must be signed by all consortium members and partners.

12.4 Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

12.6 The action stipulates in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Pact at the place date first done mentioned in the presence of the witnesses:

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

.....

.....

Name Designation.

Name Designation.

Witness:

1.

1.

2.

2.