



ITI LIMITED

Registered & Corporate Office

ITI Bhavan, Doorvaninagar

Bengaluru-560016

CIN No: L32202KA1950GOI000640

**Request for Proposal for selection of
Partners for Technology Transfer of
Solar Street Light System**

RFP reference no.

ITI/COR/P&T/RFP/SSLS/2026/01

9 April 2026

Issued by:

**AGM P&T
ITI Bhavan,
ITI Corporate Office
Dooravaninagar
Bengaluru, INDIA 560016**

**NOTICE FOR REQUEST FOR PROPOSAL
(RFP reference no. ITI/COR/P&T/RFP/SSLS/2026/01)**

1. INTRODUCTION

ITI Limited, a Public Sector Undertaking under the Department of Telecommunications, Ministry of Communications, is a leading Telecom equipment manufacturer and solution provider in India. With a robust pan-India footprint supported by diverse manufacturing plants and Marketing, Services, and Project (MSP) units, **ITI** serves a prestigious clientele including BSNL, BBNL, MTNL, the Defence sector, Paramilitary forces, Railways, Banks, and various Central and State Government departments. More information can be viewed on www.itilttd.in .

The company maintains a highly diversified product portfolio ranging from advanced telecommunications gear (GPON, 4G RAN, Wi-Fi Access Point) and secure Defence encryption units to essential infrastructure like Optical Fiber Cables and Smart Energy Meters. In alignment with national sustainability goals, **ITI** has also established a significant presence in the renewable energy sector through the production of high-efficiency solar panels and related solutions.

To further strengthen its green energy portfolio and support the "**Make in India**" and "**Atmanirbhar Bharat**" initiatives, **ITI** Limited intends to expand its manufacturing capabilities in the renewable energy domain. **ITI** wishes to empanel strategic **PARTNERS** to address different market opportunities and facilitate the comprehensive Technology transfer (ToT) for state-of-the-art Solar Street Light Systems. The primary goal is to identify **PARTNERS** who can provide technical know-how—including hardware design, software/firmware integration, and manufacturing processes—enabling **ITI** to establish robust production lines and cater to diverse government tenders, rural electrification projects, and smart city deployments across the country.

In this regards, proposal is invited under e-tender mode from the bidders having proven technological capabilities including necessary certifications for complete "**Solar Street Light System (SSLS)**" and enable **ITI** to address different market opportunities and enable **ITI** with technological detail (Hardware/ Software) to manufacture "**Solar Street Light System (SSLS)**" **as** per terms & conditions enumerated below.

2. IMPORTANT DATES

S.No.	Activity	Schedule
<i>i</i>	<i>RFP Issue Date</i>	09:04:2026
<i>ii</i>	<i>Bidders Query last Date</i>	14:04:2026;17:30 Hrs
<i>iii</i>	<i>Upload of Reply to Bidder's query</i>	16:04:2026;15:00 Hrs
<i>iv</i>	<i>Due Date & Time for Submission of Proposal through Uni Wizard</i>	25:04:2026;17:30 Hrs
<i>v</i>	<i>Date & Time of opening of Proposals</i>	27:04:2026;15:00 Hrs

3. PURPOSE

ITI intends to manufacture “**Solar Street Light System (SSLS)**” to participate & supply against upcoming & future Tenders/RFP/EoI of BSNL, MTNL, BBNL or any other Organisations.

For tentative Technical requirement please refer to Annexure-V. Technical details are for reference purpose only as technical Elements and Specification will vary as per customer requirements.

The selected **PARTNER** must provide **ITI** with comprehensive technological details (hardware and software) for manufacturing and servicing **Solar Street Light System (SSLS)**” on a **non-exclusive basis**, enabling **ITI** to establish itself as a manufacturer.

4. SCOPE OF WORK

4.1. The strategic alliance shall last a minimum of five years from the agreement date, extendable by mutual consent. The **PARTNER** must:

- Assist in setting up production lines, providing specifications, process diagrams, and training for **ITI** personnel, and infrastructure for manufacturing, testing, and training.
- Depute experienced technical personnel for initial manufacturing support, issue resolution during certification, and bulk production as needed.
- Retain responsibility for all Design/R&D activities.

4.2. The **PARTNER** shall enable **ITI** to design, engineer, integrate, manufacture, market, sell, service, and maintain **Solar Street Light System (SSLS)**” meeting industry standards. Responsibilities include:

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- Obtaining all required certifications on **ITI**'s behalf.
 - Ensuring full compliance with applicable Indian standards or customer-specified requirements.
- 4.3. The **PARTNER** shall provide free software, firmware, patches, and upgrades during pre-sales and post-sales phases to meet standards, enable operations/maintenance without commercial implications, and address obsolescence by developing upgraded solutions.
- 4.4. The Technology Transfer agreement covers hardware/software design, manufacturing, assembly, inspection, testing, quality assurance, troubleshooting, supply, installation/commissioning (if required), servicing/maintenance (warranty/post-warranty), training, documentation, design upgrades, and system integration per customer needs.
- 4.5. At their cost, the **PARTNER** shall:
- Develop and type-approve prototypes with designated agencies for pre-supply qualification.
 - Provide additional product versions for future customer requirements.
 - Support **ITI** in tenders/purchase orders for Government, PSUs, Defense, and private customers post-technology enablement.
- 4.6. The **PARTNER** must provide copy of all required certifications (e.g., IEC 60598-2-3, IP65 protection, IS 1944 etc.) as part of RFP submission.
- 4.7. **PARTNER** should be ready to conduct a successful demonstration or PoC of the offered system if required by **ITI**/Customer
- 4.8. **ITI** shall procure materials per BOM. The **PARTNER** shall support sourcing via open tenders at competitive rates, providing detailed technical specifications, drawings for all components, and approval for equivalent compatible items.
- 4.9. Technology enablement for **Solar Street Light System (SSLS)**” manufacturing shall follow a Royalty Model. Activities and manufacturing shall commence in parallel upon **ITI**'s Letter of Intent (LoI). Delays in enablement constitute default, signaling non-seriousness and prompting **ITI** to select an alternative **PARTNER**.

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- 4.10. **ITI** shall manufacture the Contract Product at CBU/SKD/CKD level depending upon the requirement, through this Technology Transfer (ToT).
- At CBU level full package items will be given for functional checks, environmental checks, installations and commissioning by **PARTNER** to **ITI**.
 - At SKD level of manufacturing, **PARTNER** has to supply product subsystems/modules and Controllers to **ITI**.
 - At CKD level, the requisite components will be sourced by **ITI** from the authorized sources of **PARTNER** /Open-Market. These will be assembled, integrated, and tested together to make a complete product as required by the Customer.
- 4.11. The **PARTNER** must meet eligibility criteria in Clause 5(A), provide clause-by-clause compliance per Annexure-II, and submit an undertaking per Annexure-III.
- 4.12. The **PARTNER** must provide the necessary documentation and technical assurance to make the joint bid compliant with the Customer tender.

5. ELIGIBILITY CONDITIONS FOR PARTNER

A	Essential Eligibility Criteria for the Applicants	
	<i>Pre-Qualifying Criteria</i>	<i>Compliance Document</i>
i.	The PARTNER should be a company registered in India having its office in India and incorporated under the Indian Companies Act, 1956/2013 and should be at least Three years (from the date of releasing this RFP) old company.	The details of the company and Certificate of Incorporation
ii.	PARTNER must be the Original Design Manufacturer (ODM) or Original Equipment Manufacturer (OEM) of SSLS compliant with all relevant standards, with full ownership of Intellectual Property Rights (IPR), copyright, license, or design. PARTNER must maintain an in-house R&D setup in India.	a. Proof of ownership (e.g., patents, licenses) b. Undertaking confirming exclusive IPR control c. Details of R&D infrastructure, including technical manpower.
iii.	The PARTNER shall have an average annual overall turnover of at least Rs. 24 Crore over the last three financial years,	a. Auditors Net worth certificate & Turnover certificate signed

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	namely 2022-23, 2023-24, and 2024-25. Additionally, the Bidder's Net Worth must be positive for each of these three financial years.	by the company's Auditors/ CA for last 3 financial years b. Audited account statements for the years specified to be provided.
iv.	<p>PARTNER should have successfully completed three similar work of costing not less than the amount equal to 32 Cr during last 7 Years.</p> <p>Or</p> <p>PARTNER should have successfully completed two similar work of costing not less than the amount equal to 40 Cr during last 7 Years.</p> <p>Or</p> <p>PARTNER should have successfully completed one similar work of costing not less than the amount equal to 64 Cr during last 7 Years.</p>	<p>a. Documentary evidence (Customer POs and performance certificate along with contact no, email address of the customer) to prove experience to be submitted.</p> <p>b. ITI has the full right to verify the genuineness of the submitted experience certificate.</p>
v.	PARTNER must confirm that there are no Patent / legal issues that might become hindrance as per scope of RFP at any stage.	<i>Self Undertaking would be required</i>
vi.	PARTNER must meet the Technical Specifications of the offered product given at Annexure-V .	<i>self Undertaking would be required</i>
vii.	The PARTNER should commit to provide any software/hardware upgrade at free of cost required on the designed product to keep it updated and also work on optimizing the design to make it market competitive and meet customer requirements as per the prevailing standards.	<i>A Self-Declaration consent to be provided.</i>
viii	PARTNER shall submit self-declaration(s) that the PARTNER or any of the promoters/directors/ PARTNER or member not blacklisted/banned/debarred/suspended by the Central/ any other States/ Union Territories Government/ Quasi-	<i>A Self-Declaration of not being under any black list or Barring.</i>

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	<p>Govt/ undertaking/Banks/Financial Institution or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade or for any other reasons or bad performance/ delayed delivery / Bank NPA, CDR (Corporate Debt Restructuring), SDR (Special Debt Restructuring), NCLT or for any other defaulting reason as on date of opening of this RFP.</p>	<p>Govt.</p>
<p>x.</p>	<p>Responsibility of Technology PARTNER under CKD manufacturing is as below.</p> <p>The process of Technology enablement as mentioned bellow should be completed within two months after issue of order for the Capex items.</p> <p>The PARTNER shall provide the design of the SSLS vide an agreement enabling ITI to manufacture SSLS with following steps.</p> <ol style="list-style-type: none"> a. SMT assembling using components supplied by suppliers b. Bill of materials list along with technical specifications, part nos. and the OEM details c. THT and manual assembling using component supplied by suppliers d. Mechanical part assembling using component supplied by suppliers e. PCBA testing f. Plastic injection using materials supplied by suppliers g. System assembly h. System Calibration i. Software flashing j. System Testing k. Debugging of product l. Printing & Sterilization m. Packaging n. QC Lab 	<p><i>A Compliance Statement is needed</i></p>

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	o. Any other procedure which is required for manufacturing the SSLS .	
xi.	<p>Orders issued by the Government of India restricting procurement from certain countries which shares a land border with India shall apply to this RFP.</p> <p>Any PARTNER or their OEM, from a country which shares a land border with India shall be eligible to bid in this tender only if they are registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).</p>	<p>PARTNER or their OEM sharing land border with India, which are not part of restricted countries shall provide the certificates of registration in this regard from DPIIT. Undertaking format is provided in Annexure –IX.</p>
xii	PARTNER should provide the Compliance on all required certifications	<p>a. A Compliance Statement to be submitted</p> <p>b. Copy of all certification needs to be submitted</p>
xiii	Willingness for complete Transfer of Technology	A Compliance Statement is needed
B	General Conditions	
i	PARTNER shall execute a binding Agreement with ITI for manufacturing, servicing, installation, commissioning, warranty, and post-warranty support	
ii	ITI has the complete right to select one or more PARTNERS against this RFP	
ii	PARTNER shall fully support ITI in customer tenders by ensuring technical compliance and providing BOM/BOQ as needed	
iii	The payment to the selected PARTNER towards its deliverables after adjusting and calculating the Margins, Royalty etc. will be made on receipt of payment from end Customer.	
iv	Agreements must be signed by authorized signatories with supporting Power of Attorney	
v	Capex investments for CKD shall commence only post-confirmed customer order	
vi	PARTNERS shall provide full hand-holding, resource deployment for initial customer orders, and a Performance Bank Guarantee (PBG) to cover technical issues, installation/commissioning faults, and certifications	

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vii	Any Liquidated Damage (LD) imposed by Customer for delayed deliveries or services as per the terms and conditions of Customer tender, same will be passed on to the PARTNER in proportion of their responsibility and cause of LD.
viii.	As per Govt. procurement policy for Micro and small Enterprises, 2012 (amended 2018 and 2021), Micro and Small Enterprises (MSEs) may be given relaxation in prior turnover and prior experience criteria during tender process, subject to meeting of Quality and Technical Specifications. MSE vendors who are registered under Ministry of Micro and Small Enterprises , Government of India shall submit all the relevant documents for claim of benefit extended to MSE. Also mention whether the MSE certificate is issued for the relevant area pertaining to the terms of the RFP. The MSE who are authorized dealers/distributors are not eligible for availing the benefits extended to MSME's.
ix	In line with the prevailing policies of the Government of India (Ministry of Finance, Department of Expenditure), the criteria regarding "Prior Turnover" and "Prior Experience" shall be relaxed for all Start-ups recognized by the Department for Promotion of Industry and Internal Trade (DPIIT), subject to the meeting of quality and technical specifications. Bidders seeking such relaxation must submit a valid Certificate of Recognition issued by DPIIT.

6. Commercial Model

- 6.1. **CBU (Completely Built Unit) Phase:** At this level, where the **PARTNER** supplies the full package items for functional checks and commissioning, **PARTNER** shall provide a mutually agreed Margin to **ITI** on the total value of the supply.
- 6.2. **SKD (Semi Knocked Down) Phase:** For the supply of Contract Product subsystems, modules, and controllers, **PARTNER** shall provide a mutually agreed Margin to **ITI**.
- 6.3. **CKD (Completely Knocked Down) Phase:** When **ITI** sources components from authorized sources or the open market to assemble, integrate, and test the complete Contract Product, a Royalty shall be payable to the **PARTNER**.
- 6.4. Royalty shall be calculated on selling price exclusive of Propriety Items given by **PARTNER** (Proprietary Item List shall be given by **PARTNER**)
- 6.5. It is explicitly agreed that the Royalty model shall be applicable only under the CKD phase of manufacturing. No royalty shall be applicable for Contract Products supplied under the CBU or SKD stages
- 6.6. The payment to **PARTNER** towards its deliverables after adjusting and calculating the Margins, Royalty etc. will be made on receipt of

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payment from end Customer. Back to back payment Terms shall be applicable for all the items procuring from the TOT **PARTNER** at TOT rates.

7. Financial bid

7.1 Financial bids of technically qualified partners will be evaluated.

RFP REFERENCE NO.		ITI/COR/P&T/RFP/SSLS/2026/01
Description of the RFP		Request for Proposal (RFP)For the Selection of PARTNER for Technology Transfer for Solar Street Light System
<u>FINANCIAL BID</u>		
Name of the organization		
Sl. No	Details	Percentage(%age)
1.	Percentage Margin payable to ITI in case of Completely Built Unit(CBU) procurement from Technology PARTNER .	
2.	Percentage Margin payable to ITI in case of Semi Knock Down(SKD) procurement from Technology PARTNER .	
3.	Running Royalty on the sales price excluding taxes in case of Completely Knocked Down (CKD)(Percentage)	

Note: Till the time **ITI** manufacturing setup gets ready **ITI** may procure the initial quantity in Completely Built unit (CBU) or Semi Knocked Down (SKD) form.

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- 7.2 Bidders has to quote the financial offering for all three categories (CBU, SKD, CKD), otherwise bid will be considered as invalid
- 7.3 The values filled at the prescribed place in the Price Bid shall be a numerical value to be considered up to two decimal points for calculation.
- 7.4 Financial Bid duly filled & signed both in Excel format as per attached bid sheet to be uploaded in **ITI** Tender Portal

8. Instructions For Submitting Proposal Towards RFP

- 8.1 The Bidding would be subjected to an On-line / e-Tendering process. The prospective Bidders are requested to go through <https://itilimited.ewizard.in/> to understand the entire e-Tendering Process and follow the Registration and Bidding Process on <https://itilimited.ewizard.in/> as defined in the document. In case of any clarifications on e-tender portal, bidders may contact the portal helpdesk of <https://itilimited.ewizard.in/>.
- 8.2 The Technical Bid and financial bid shall be uploaded in e-procurement site of **ITI** Limited (<https://itilimited.ewizard.in/>). For submission of online bid and procedure to be followed, visit <https://itilimited.ewizard.in/>.
- 8.3 **ITI's** Tender document can be downloaded from **ITI** web site www.itiltd.in or CPP portal www.eprocure.gov.in. For uploading the bid proposal, all bidders have to register in our eProcurement portal (<https://itilimited.ewizard.in/>). When submitting the bid please state the tender ID.
- 8.4 Any clarifications regarding the tender can be obtained from GM-Products and Technology, **ITI** Bhavan, **ITI** Limited, Corporate Office, Dooravaninagar, Bengaluru- 560016 email: pp_crp@itiltd.co.in, satishkumar_crp@itiltd.co.in
- 8.5 Technical bids will be opened at 03.00 PM on 27.04.2026.
- 8.6 All the bids will be scrutinized for turnover, experience and compliance to the RFP terms & conditions.
- 8.7 Financial Bid of Technically Qualified partners will be opening after technical evaluation.
- 8.8 Bid offered should be valid for a period of 180 Days from the date of opening of RFP response.
- 8.9 Conditional offers are liable for rejection.

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- 8.10 The Bidders should give Clause by clause compliance (as per Annexure III) of RFP with references to supporting documents; otherwise the offers are liable for rejection.
- 8.11 The bidder to indemnify **ITI** from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc as charged by the customer.
- 8.12 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 at latter's cost and expenditure.
- 8.13 **ITI** reserves the right to suspend or cancel the RFP process at any stage, to accept, or reject any, or all offers at any stage of the process and / or to modify the process, or any part thereof, at any time without assigning any reason, without any obligation or liability whatsoever.
- 8.14 Bidders, whose Purchase Order(s) for any Project of **ITI** was/were cancelled on risk & cost basis for nonperformance or non-submission of performance guarantee in last 2 years, are not eligible to participate in this tender.
- 8.15 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.
- 8.16 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.
- 8.17 **ITI** will not consider any or all of the bids if they are not meeting RFP requirements.
- 8.18 **ITI** may at its discretion reject any offers received for selection without assigning any reasons.

9. Other Terms and conditions:

9.1 Confidentiality

- All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the customer to the bidder, in connection with the customer PO, whether such information

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has been furnished before, during or following completion or termination of the customer PO are confidential.

- If advised by the Customer, all copies of such information in original shall be returned on completion of the bidder's performance and obligations under this customer PO.

9.2 Transparency

All customers are responsible and accountable to ensure transparency, fairness, equality, competition and appeal rights. This involves simultaneous, symmetric and unrestricted dissemination of information to all likely bidders, sufficient for them to know and understand the availability of bidding opportunities and actual means, processes and time limits prescribed for completion of registration of bidders, bidding, evaluation, grievance redressal, award and management of contracts.

It implies that such officers must ensure that there is consistency, predictability, clarity, openness, equal opportunities in processes.

- 9.3 Indemnity:** 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 shall be borne by the bidder.

- 9.4 INTELLECTUAL PROPERTY:** Each Party will retain its right, title and interest in its respective trademarks, service marks and trade names as well as rights in respect of any patent, copyright, trade secrets or other intellectual property used during the performance of this Agreement. Both Parties recognize that except as otherwise expressly provided herein or agreed between the Parties, they shall have no right, title, interest or claim over the others' intellectual property.

9.5 RISK PURCHASE.

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

9.6 Arbitration:

- 9.6.1 In case amicable settlement is not reached in the event of any dispute of difference arising out of the execution of the contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the bidder in any manner touching upon the contract, such dispute or difference shall

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(Except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by **ITI**.

- 9.6.2 The award of the arbitrator shall be binding upon the parties to the dispute.
- 9.6.3 Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to arbitration proceedings under this clause. The cost of arbitration shall be borne equally by both the parties.
- 9.6.4 Work under the contract shall be continued during the arbitration proceedings.
- 9.6.5 Failure to comply with any of the above conditions can result in termination of the contract, forfeiture of the security deposit, penalty as may be decided by **ITI** and future blacklisting of the bidder.
- 9.6.6 The arbitration location will be at Bengaluru

9.7 Set Off: Any Sum of money due and payable to the bidder under this customer PO may be appropriated by the **ITI** or any other person contracting through the **ITI** and set off the same against any claim of the **ITI** for payment of a sum of money arising out of this RFP or under any other RFP/contract made by the bidder with the customer.

9.8 The interested bidder may like to discuss the customer tender related information, RFP Bidding Conditions, Bidding Process and clarifications, if any with the Additional General Manager – Products & Technology

9.9 Language of offers: The offers prepared by the Company and all the correspondences and documents relating to the offers exchanged by the companies shall be written in English language.

9.10 Liquidated Damage (LD) may be included, i.e if any imposed on **ITI** for the reasons related to the bidder shall be carry forwarded to bidder

9.11 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 at latter's cost and expenditure.

9.12 TERMINATION FOR DEFAULT:

Any of the following events shall constitute an event of default by the bidder entitling the Competent Authority to terminate the contract.

- If the bidder fails to perform any obligation(s) under the Contract

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- If bidder, does not remedy his failure within a period of 30 days (or such longer period as the **ITI** may authorize in writing) after receipt of the default notice from the **ITI**
- If selected bidder fails to fulfill its part of the work to the satisfaction of **ITI**, then **ITI** shall have the right to terminate the contract.

The contract shall not be terminated for failure to discharge responsibilities due to force majeure situations or failure by **ITI** to meet conditions precedent.

9.13 FORCE MAJEURE:

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by the either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this and contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the **ITI** as to whether the deliveries have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at its option terminate the contract.

9.14 TERMINATION FOR INSOLVENCY:

ITI may at any time terminate the contract by giving written notice to the bidder, without compensation if the bidder becomes unwilling, bankrupt or otherwise insolvent

9.15 ITI's Right to accept any bid and to reject any or All Bids or to cancel the RFP: **ITI** 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 **ITI's** action.

9.16 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.

PARTNER's PROFILE

1	Name and address of the company			
2	Contact Details of the PARTNER (Contact person name with designation, Telephone Number, FAX, E-mail and Web site)			
3	Area of business			
4	Annual Turnover for 3 financial years (₹ in Cr)	2022-23	2023-24	2024-25
5	Date of Incorporation			
6	GST Registration number			
7	PAN Number			
8	CIN Number, if applicable			
9	Number of technical manpower in company's rolls			
10	Number of R&D engineers			

Compliance Statement

Section Details		Clause Numbers	Compliance (YES/NO)	Documentary Reference, If any with Page No
4	Scope	4.1-4.12		
5A	Eligibility conditions for Partner	5.A.i-5.A.xiii		
5B	General Conditions	5.B.i-5.B.ix		
6	Commercial Model	6.1-6.6		
6	Financial Bid	7.1-7.4		

Annexure-III

Undertakings (To be in PARTNER's Letter Head)

We, M/s..... Do hereby undertake the following:

1. We are not blacklisted by Central Government / any State or UT Governments / PSU/ organized sector in India to work with **ITI** as per this RFP and Customer Tender terms and conditions. Also we agree to implement the project (scope of work as per Tender terms and conditions including investment) covering Warranty & post-warranty services, maintenance etc., in the event of **ITI** winning the contract on back-to- back basis.
2. We undertake to submit Bid Security Declaration as per format Annexure-X In lieu of Earnest Money Deposit (EMD).
3. That we have adequate manpower with qualifications, certifications and experience as may be required for Technology enablement with **ITI** as well as to provide services/support to the customer as per their tender/PO requirement.
4. We will obtain all the required certificates/approvals as per customer tender requirement.
5. We undertake to obtain relevant statutory approvals for the product.
6. We are willing to sign MoU/Agreement, Integrity Pact with **ITI** for addressing the customer requirements as per customer's tender terms and conditions.
7. We undertake to indemnify **ITI** from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc. as charged by the customer.
8. To support the offered equipment for warranty and Post warranty comprehensive AMC as per the requirement of Customer tender terms and conditions. All software upgrades, patches and Licenses to be provided free of cost, as and when they are released by OEMs.
9. The **PARTNER** should give certificate/undertaking stating that all the hardware / software supplied under the contract shall not contain any embedded malicious codes that could inhibit the desired functions of the equipment or cause malfunction of equipment in any manner.

Signature:

Name:

Designation of Authorized Signatory:

PRE-CONTRACT INTEGRITY PACT

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

RFP No.....

This Integrity Pact is made onday of 2026

BETWEEN:

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

AND

M/s represented byChief Executive Officer (hereinafter called the bidder(s)/Contractor(s)), which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the bidder/contract ON THE SECOND PART.

Preamble

WHEREAS the Principal intends to enter into an MOU of **PARTNER**ing business opportunities of common interest and able to generate synergies in execution of such business for (name of the Stores / equipment / 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)/ Contractor(s).

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

WHEREAS, to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact the terms and conditions of which shall also be

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read as integral part and parcel of the RFP Documents and contract between the parties.

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

SECTION 1 – COMMITMENTS OF THE PRINCIPAL

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

- a. No employee of the Principal, personally or through family members, will in connection with the RFP for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.
- b. The Principal will, during the RFP process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the RFP process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/ additional information through which the bidder(s) could obtain an advantage in relation to the RFP process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons. If the principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Actor if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

SECTION 2 – COMMITMENTS OF THE BIDDER / CONTRACTOR

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

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

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- b. The bidder(s)/contractor(s) will not enter with other bidders/ contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The bidder(s)/contractor(s) will not commit any offence under IPC/PC Act, further the bidder(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents /representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Bidder(s) 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.
- f. The Bidder(s)/Contractor(s) will not bring any outside influence and Govt bodies directly or indirectly on the bidding process in furtherance to his bid.
- g. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

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

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

If the Bidder(s)/Contractor(s), has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled exclude including blacklisting for future RFP/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of

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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 Bidders)/ 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 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 Bidder (s)/ Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption preventative system in his organization.

SECTION 4 – PREVIOUS TRANSGRESSION

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

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

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SECTION 5 – COMPENSATION FOR DAMAGE

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

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

SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS

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

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

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

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

7.1 If the Principal receives any information of conduct of a Bidder(s)/Contractor(s) or sub-contractor/ sub-empaneled **PARTNER**/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)

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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.

Details of IEM appointed by ITI are as under:

Shri Atul Jindal, IFS (Retd.)
3/10 Vishesh Khand Opp. Little Friend School Gomti Nagar,
Lucknow-226010(UP)

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

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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.

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.

1.2 The actions stipulated in this Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent 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.

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

12.3 If the Bidder(s)/Contractor(s) or a Partnership, the pact must be signed by all consortium members and Partners.

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

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

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

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

For PRINCIPAL
BIDDER(S)/CONTRACTOR(S)

For

.....
.....

Name Designation
Designation

Name

Witness

1.

1.

2.

2.

SOLAR STREET LIGHT SYSTEM SPECIFICATION			
SL NO	COMPONENTS	SPECIFICATIONS	STANDARDS
1	Light Source	W-LED: 20-Watt	IES: LM-80
2	Light Output	i. W-LED minimum 135 lumens per watt (UV free)	
		ii. First 4 Hours full light (100%, Min. 45 Lux), Mid 4 Hours at lower light (50%, Min. 23 Lux) level, Last 4 Hours full light (Min. 45 Lux)	
		a. Total luminous flux: ≥ 2500 lm	IES LM-79:2008 or IS: 16106:2012
		b. Luminous efficacy (i.e. system efficacy): ≥ 125 lm/W.	
		c. Colour Temperature: Between 5500 K to 6500 K.	IS 10322 Part 5 Sect 3 or IEC 60598-2-3
		d. CRI ≥ 70	
		e. Luminous intensity distribution should follow the batwing patterns in polar curves	
		f. Require validation report using .ies file	
		g. using maintenance factor 0.9 and pole height of 4m., Road width 5m and Pole span 15m.	IS 1944
3	Autonomy	3 days or Minimum 36 operating hours	
4	Ingress Protection - IP	Optical and Control gear compartment	IP 65 / IP 66
5	Impact resistance of casing	\geq IK 08	
6	Radiated Emission Test	As per CISPR-15	CISPR-15
7	ESD and Radiated susceptibility test	As per IEC 61547	IEC 61547
8	Duty Cycle	Dusk to dawn: <ul style="list-style-type: none"> • First 4 Hours full light (100%, Min. 45 Lux) • Mid 4 Hours at lower light (50%, Min. 23 Lux) level, • Last 4 Hours full light (Min. 45 Lux) (Higher light output will 	

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		be preferred)	
9	ELECTRONICS (CCU)	Electronic efficiency min 90 %.	IP65
		Charge controller: MPPT Type	
		No Load current consumption < 20 mA	
		PCB: solder free installation and replacement	
		wires/cables/switches for DC use and fuses to be provided	
10	INDICATORS	Green: charging under progress	
		Red: battery “Load Cut Off” condition	
		Blue: RMS condition (Glowing-working, Stop Glowing- means not working)	
11	ELECTRONIC PROTECTIONS	No Load protection	
		Protection against battery overcharge and deep discharge conditions	
		Protection against short circuit conditions	
		Protection for reverse flow of current through the PV module	
		Protection against battery reverse polarity.	
		Load reconnect at 80% of the battery capacity status	
		Separate earthing for each Solar light, Earth resistance < 5 ohms	IS 3043-2018
		Metal casing/ shielding of light grounded in accordance with .	CEA Safety Regulation 2010
		Internal surge protection	
12	REMOTE MONITORING SYSTEM (RMS)	i. Automatic connect to public mobile network via 3G/4G/5G or any networks over private APN without proprietary network, gateways or associated infrastructure for sending data to server or CRMS	
		ii. Report for functionality, issues, healthiness, problem status to the RMS Server	
		iii. Send Interval value updateable over the air (OTA) by the CRMS via SMS channel.	
		iv. The RMS device to send information parameter to IPs	

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		authorized by BREDA	
13	RMS dashboard	<ul style="list-style-type: none"> a. Battery Parameters: Voltage (BV),Current (BI), Power (BP) b. Solar PV Parameters: Voltage (SV),Current (SI), Power (SP) c. Load Parameters: Voltage (LV),Current (LI), Power (LP) d. System shutdown due to fault e. RMS Device & its connectivity to be complied with all required Indian GSM, DOT, TRAI f. Use embedded SIM for GSM connectivity g. Activation status, Subscription Validity, TSP details of the Embedded SIM to be visible on the CRMS h. RMS Device shall be registered on MTCTE portal of TEC i. SSSLs to remotely upgrade the firmware using RMS j. Enclosure of Luminary shall have 20% extra space for future up-gradation k. Controller in luminary, battery and solar panel to be interfaced with RMS Device l. Send Interval is 6 times in a day at the interval of 4 hours m. RMS device to communicate securely (TLS 1.2) and follow Government of India adopted OneM2M specifications n. capture data and store data for 30 days o. If required data accessible for reading, recording by downloading via HHT via Bluetooth on RMS Device. p. GPS enabled for exact location of SSSLs q. Each SSSL with unique ID sent by RMS Device with each information r. Hack proof and leak proof s. RMS Device certified by government approved certifying agency like ICAT t. RMS Device respond on demand request from CRMS by authorized sender ID to fetch information. u. Parameters to be sent by RMS Device but not limited upto: <ul style="list-style-type: none"> i. Device ID-IMEI ii. Serial no. of Light iii. GIS mapping iv. Battery Voltage v. Battery Current vi. Battery Power vii. Solar Module Voltage viii. Solar Module Current ix. Solar Module Power x. SSL Voltage xi. SSL Current xii. SSL Power xiii. System Status (Green-ok/RED-not ok) xiv. Battery fault xv. Module fault xvi. SSL fault xvii. Battery Fault Date xviii. Module fault Date xix. SSL fault Date xx. SSL fault Time xxi. SSL on time 	

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		<ul style="list-style-type: none"> xxii. SSL off time xxiii. Fault time date xxiv. Fault rectification date xxv. Brightness Level xxvi. Full Brightness Hour xxvii. Half Brightness Hour xxviii. Harvested energy xxix. Battery State of Charge (%) xxx. Battery Depth of Discharge(%) and temp xxxi. Consumption of power by GPS & GSM module v. The communication module (RMS-Hardware) compatible with charge controller to be supplied by the successful bidder and ensure compatibility with CMS (Remote Monitoring Server & Software)
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Note: Above is only the tentative requirement. Any further addition of the Equipment/Features will be added through Addendum/Amendments to the ToT Agreement with mutual consent between ITI and the selected Technology PARTNER.

DECLARATION OF RELATION IN ITI

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

**ITI Limited,
ITI Bhavan, Doorvani Nagar,
Bangalore: 560016**

Dear Sir,

Sub: Declaration for relation in ITI

Subject: RFP - _____

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/PARTNER (s)/Director(s) employed in ITI

Tick (✓) any one as applicable:

1. The Proprietor, **PARTNER(s)**, Director(s) of our Company/Firm DO NOT have any relation or relatives employed in **ITI**

T

OR

2. The Proprietor, **PARTNER(s)**, or Director(s) of our Company/Firm have relation/relatives employed in **ITI** and their particulars are as below:

(i)

(ii)

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

Note:

1. Attach separate sheet, if necessary. If **ITI** Management comes to know at a later date that the information furnished by the Bidder is false, **ITI** reserves the right to take suitable action against the Bidder/Contractor.

ANNEXURE-VII

BID FORM

NIT No. _____

Dated: _____

To
AGM P&T
ITI Limited,
(Registered &
Corporate Office)
ITI Bhavan,
Doorvaninagar, Bengaluru

- 560 016.

Dear Sir/Madam,

1. Having examined the conditions of contract and specifications including addenda Nos.....the receipt of which is hereby duly acknowledged, we, undersigned, offer to act as Technology **PARTNER** in conformity with the said contract.
2. We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
3. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
4. Bid submitted by us is properly prepared and submitted in the relevant sections of e-bidding portal as to prevent any subsequent alteration and replacement. Also pricing details / information is not made available in the technical section of e-bidding portal.
5. We understand that you are not bound to accept the lowest or any bid, you may receive.
6. We understand that the Bid document so submitted is the true copy of **ITI** tender documents available on **ITI** website www.itiltd.in. Any deviation will result in the rejection of the bid.

Dated thisday of2026

Name and Signature -----

In the capacity of -----

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

.....

Witness:

Address:

Signature

NON-DISCLOSURE AGREEMENT

By and between

ITI LIMITED
(A Government of India Enterprise)
Doorvaninagar, Bangalore-560016, India

(hereinafter “**ITI**”)

On the One Hand

And

(hereinafter “XXXX ”)

On the Other Hand

Either or both may also be hereinafter referred to, individually as the “Party,” and collectively as the “Parties.”

ARTICLE 1. DEFINITIONS

“Agreement” means this Non-Disclosure Agreement.

“Confidential Information” as used in this Agreement shall mean all trade secrets and information which is disclosed by the Disclosing Party and is designated as Confidential Information and/or Proprietary Information by the Disclosing Party, including, but not limited to, technical data, know how, type design, concepts, descriptions, specifications, schematics, research, product plans, products, services, lists of customers, markets, developments, inventions, processes, manufacturing processes designs, drawings, films, documentation, engineering hardware configuration information, engineering data, marketing, notes, models, compositions, algorithms, software programs, software source documents, program schedule, visual demonstrations, photographs, manuscripts, texts, video recordings, formulations, equipment or apparatus, oral discussions, sales, marketing and/or business plans and/or financial information, cost estimates, pricing policy which is identified as confidential and/or proprietary by the Disclosing Party in accordance with the guidelines in Article 4 which may be made available in any form including machine readable. For avoidance of doubt “Confidential Information” also

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includes analysis, compilation, studies and other material prepared by or in the possession or control of the Recipient which contain or otherwise reflect or are generated from any such information as is specified in this definition.

“Disclosing Party” means that Party which directly or indirectly provides or makes available Confidential Information to the other in connection with this Agreement.

“Receiving Party” means that Party which receives or obtains Confidential Information directly or indirectly from the Disclosing Party in connection with this Agreement.

ARTICLE 2. PURPOSE OF AGREEMENT

The purpose of this Agreement is to allow the Parties to exchange confidential information both technical and commercial, to:

Enable **ITI**, to ensure timely submission of a technically state of the art and cost competitive proposal consistent with the requirements spelt out in the tender ref

Participate in the presentation/ demonstration to the vendor on No Cost No Commitment basis if called to do so.

ARTICLE 3. IDENTIFICATION OF INFORMATION

Both Party’s information relating to business, financial and technical data related to the system engineering, manufacturing, marketing and business development capabilities with specific reference to the parameters laid out in the RFP

ARTICLE 4. CONFIDENTIAL INFORMATION RIGHTS AND OBLIGATIONS

(a) Information that is to be accepted in a confidential relationship and treated as Confidential Information, shall be disclosed in a tangible form, and shall be conspicuously marked as being “Private,” “Confidential,” or by any other appropriate legend clearly indicating the confidential nature of the information.

(b) Confidential Information, if first disclosed in a non-written or other non-tangible form, shall be identified by the disclosing party at the time of disclosure as being disclosed in confidence, shall be reduced to tangible form and marked in accordance with Article 4(a), and such tangible form shall be

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delivered to the Party identified above within twenty (20) working days after the date of first disclosure. During the above stated 20-day period, such Confidential Information shall be protected in accordance with the terms of this Agreement.

(c) Confidential Information that is disclosed pursuant to this Agreement shall not be used other than for the purposes submitted, or disclosed to any third party, unless authorized in writing by the disclosing Party.

(d) Upon receiving Confidential Information from the disclosing Party, recipient shall use at least the same degree of care that it uses in protecting its own information of like kind, but not less than reasonable care to safeguard such Confidential Information from an unauthorized use or disclosure. Recipient agrees that each employee having access to Confidential Information of the other Party to this Agreement, shall be in a "need-to-know" basis and shall be informed of the existence of this Agreement.

If the Receiving Party makes any copies, extracts, summaries, or digests of the Confidential Information (including computer entries), the Receiving Party shall ensure that appropriate legends are affixed thereto. Copies made by a reproduction service contractor, for the exclusive use of a Party to this Agreement is permitted, provided the service contractor has executed a non-disclosure agreement, which is sufficient to protect the Confidential Information required under this Agreement.

(f) Receiving Party undertakes to observe all requirements of security regulations of the Government of India to the extent they apply to Proprietary / Confidentiality Information disclosed pursuant to hereinto.

ARTICLE 5. AGREEMENT AND CONFIDENTIALITY TERMS

This Agreement shall terminate after the period of time specified below, from the date of last execution of this Agreement by the Parties, except that either Party, upon thirty (30) days written notice to the other Party, may terminate this Agreement. All obligations to maintain confidentiality shall survive termination under this Article 5 and Article 9.

The Term of this Agreement shall be Two (2) years from the effective date hereof, as determined by the last date of execution.

Notwithstanding the above, the provisions of this Agreement, as they relate to Proprietary Information, shall remain in full force indefinitely unless expressly

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agreed otherwise in writing by the parties. Furthermore, the receiving party agrees to promptly return or destroy, as instructed by the disclosing party, any Proprietary Information received from the disclosing party, together with all copies thereof, upon request by the disclosing party, termination of the Agreement or expiry or termination of the Purpose, whichever is earlier.

ARTICLE 6. PROTECTION LIMITATIONS

It is acknowledged by the Parties, that when any portion of such Confidential Information falls within any of the following provisions, such portion of such Confidential Information is released from the protection provided under this Agreement from the date such provision becomes effective:

- (a) Information which is or becomes part of the public domain without breach of this Agreement;
- (b) Information which is subsequently received from a third party who did not obtain, or disclose such information in violation of any rights of the Disclosing Party;
- (c) Information which is already known to a Party, which is substantiated by reasonable evidence;

Information which is publicly disclosed with the prior written approval of the Party that owns, or controls the information; or

Information which was independently developed by an employee of the receiving Party, who did not have access to the disclosed information, and independent development, is substantiated by reasonable evidence.

ARTICLE 7. CONTACT

Each Party shall designate in writing one or more individuals within its organization as the only persons authorized to receive Confidential Information exchanged hereunder. Such authorized recipients initially designated are:

ITI

LIMITED

XXXXXX

Phone:

Fax:

Email ID : pp_crp@itilttd.co.in, , satishkumar_crp@itilttd.co.in

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Designated authorized recipients may be changed at any time upon written notice.

ARTICLE 8. JUDICIAL ORDER

Notwithstanding the foregoing, nothing in this Agreement shall restrict the right of either Party to this Agreement, from disclosing such Confidential Information pursuant to a judicial order issued by a court of competent jurisdiction, or other valid and binding court ordered discovery, but only to the extent so ordered, provided, however, that the Party so ordered shall notify the other Party to this Agreement, in writing, of such pending action to compel disclosure or such order in sufficient time to permit adequate time for response by the affected Party. The receiving Party shall provide all reasonable assistance, at the disclosing Party's expense and direction, in opposing such disclosure order.

ARTICLE 9. TERMINATION PROVISIONS

All such Confidential Information and copies, extracts, summaries, or digests (including computer retained format) thereof shall remain the property of the disclosing Party. All such Confidential Information shall be returned to the disclosing Party upon the first of the following events shall occur:

- (a) Within thirty (30) days after the termination of this Agreement under Article 5;
- (b) At the request of a Party upon completion of the purpose(s) for which it was submitted;
- (c) Upon the determination by a Party that received the information that it no longer desires to possess such Confidential Information; or
- (d) Upon breach of any of the obligations of this Agreement, wherein such Confidential Information, and all copies thereof, shall be returned to the Party that owns or controls the Information within thirty (30) days of written demand by such Party.

ARTICLE 10. SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of both Parties respectively.

ARTICLE 11. ASSIGNMENT

Neither Party shall assign or otherwise transfer any of its rights nor shall obligations under this Agreement to any third Party inure without the prior written consent of the other Party and any attempted assignment or transfer without such prior written consent shall be null and void.

ARTICLE 12. GENERAL PROVISIONS

No license, right, title, or interest in, or to any patent, trademark, mask work, copyright, service mark, or any other intellectual property rights, is granted or implied by disclosure of, or access to such Confidential Information disclosed hereunder. Each Party warrants that it has the lawful, unqualified right to transfer, use, or otherwise disclose the information transmitted hereunder. No other warranties, express, or implied at law, or in equity, are intended or deemed to arise by virtue of entering into this Agreement or performing hereunder.

In the event of breach of the terms of this Agreement, the failure of a Party to enforce any right under this Agreement, shall not be deemed a waiver of any right hereunder. The invalidity in whole, or in part, of any condition of this Agreement shall not affect the validity of any other condition hereof.

At all times, both Parties shall remain independent contractors, with each responsible for its own employees and representatives. This Agreement is not intended to be, nor shall it be construed as, a joint venture, **PARTNER**ship or other formal business organization, and neither party shall have the right or obligation to share any of the profits, or bear any losses, risks or liabilities of the other Party by virtue of this Agreement. Neither Party is authorized to act for, or on behalf, of the other Party, nor to bind or, otherwise commit the other Party to any contract, or other matter.

(d) This Agreement is deemed to be made under, and shall be construed in accordance with the laws of India.

(e) No amendment or modification of this Agreement shall be valid, or binding on the Parties, unless made in writing and signed on behalf of the Parties, their respective duly authorized officers, or representatives.

(f) This Agreement may be executed in counterparts and transmitted by facsimile, each of which when so executed and transmitted shall be deemed to be an original, and all such counterparts shall together constitute one and the

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same instrument.

This Agreement supersedes all previous understandings between the Parties with respect to the subject matter of this Agreement.

ARTICLE 13. AGREEMENT LANGUAGE

This Agreement has been executed and delivered in text using the English language, which text, despite any translation into any language, shall be controlling.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives, as of the date listed below.

ITI Limited	XXXXX
By _____ (Typed Name)	By _____ (Typed Name)
_____ (Title)	_____ (Title)
_____ (Signature)	_____ (Signature)
_____ (Date Signed)	_____ (Date Signed)

In the presence of

Witness

1.) Signature

Name

Address

2.) Signature

Name

Declaration regarding “Restrictions on procurement from a Bidder of a country which shares a land border with India

(To be submitted on Applicant’s Letter Head)

To,

Dear Sir,

In reference to bid submitted by M/s against ITI RFP Document Number: procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

I/We certify that we/our Collaborator/Assignee are/is not from such a country or, if from such a country, have/has been registered with the Competent Authority and we will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

We here by certify that we fulfill all requirements in this regard and are eligible to be considered.

We further confirm that evidence of valid registration by the Competent Authority for us/our Collaborator/JV PARTNER / Consortium member/Assignee, as applicable, is enclosed as Annexure...

***Bidder to strike-off, if not applicable.**

Date: _

Seal of Organization&

Place:

Signature of Authorized Applicant

Bid Security Declaration

Dated:

To
The **ITI** LIMITED
Corporate (PP) Unit
Bengaluru 560016

Sir,

Subject: **RFP No: ITI/COR/P&T/RFP/SSLS/2026/01** dt: DD.MM.2026 for The selection of "TECHNOLOGY **PARTNER** [TP]" for Transfer of Technology of Solar Street Light System

We, the undersigned, declare that:

1. I/We understand that, according to the general conditions of RFPs, offers must be secured with a bid security or to be supported with a Bid-Security Declaration.
2. Accordingly, in lieu of Bid security, I/We unconditionally declare that:
 - (a). I/We undertake to stand to all our statements and declarations towards this RFP as agreed upon by us.
 - (b). I/we will not alter or change any of the conditions during the validity and after our selection as successful Technology **PARTNER** and award of this RFP.
 - (c). I/We will abide by all the terms and conditions of the RFP.
 - (d) I/we fully understand that I/we will be automatically disqualified and barred from bidding for any contract and doing business for a period of **two (2) years** upon receipt of your Barring/Blacklisting/Suspension Order,
 - (e) I/we will pay the applicable fine or damages as provided by any stipulation or guidelines from the appropriate authority in this regard for the violation of PoC Securing Declaration; and,
 - (f) I/We undertake to comply above, without prejudice to other legal action or remedies **ITI** Ltd. may have, to secure itself from the damages and losses incurred due to the act of default or violation by undersigned company/entity.

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

[Insert complete name of ITP]

Dated on ___ day of _____ [insert date of signing] Corporate Seal (where appropriate)

10. DOCUMENTS / INFORMATION TO BE UPLOADED

	Check list of documents/information to be submitted	Page No.of document in the submitted bid
i.	The profile of the PARTNER as per Annexure-I and Certificate of Incorporation of the PARTNER company.	
ii.	Memorandum & Articles of Association	
iii.	Audited financial statements for past three years (2022-23,2023-24,2024-25)	
iv.	Auditors Net worth certificate & Turnover certificate signed by the company's Auditors/ CA for last 3 financial years.	
v.	Experience/ Work Completion Certificate of the Product/Solution from the customer signed by the competent authority of the client entity along with the supporting documents such as Work order/Purchase order with the name of contact person, postal address, email id and telephone numbers	
vi.	List of other ToT PARTNERS for Solar Street Light System if ToT has been completed in the past.	
vii.	Details of possession of Quality certifications	
viii.	Clause-by-Clause compliance of RFP terms and all corrigendum with supporting documents as per Annexure-II .	
ix.	Valid Power of Attorney on Rs.100/- Stamp Paper along with board of resolution for authorizing the person signing the bid for this RFP.	
x.	Undertaking by the PARTNER shall be submitted as per Annexure-III .	
xi.	A documentary proof of owning IPR (Intellectual Property Right) or Copyright/License for the design to be submitted.	
xii.	An undertaking to have understood and ready to sign a contract agreement by the appropriate authority immediately after being selected.	
xiii.	A Pre-Contract Integrity Pact as per the format given in Annexure-IV .	
xiv.	Technical literature/Brochures of the offered SOLUTION/Presentation.	

RFP for selection of Partners for Technology Transfer of Solar Street Light System

xv.	Compliance on Tentative technical requirement (for Solar Street Light System) Annexure-V	
xvi	Declaration Of Relation In ITI ANNEXURE-VI	
xvii	Bid Form Annexure-VII	
xviii	Confidentiality And Non-Disclosure Agreement Annexure-VIII	
xix	Declaration regarding “Restrictions on procurement from a Bidder of a country which shares a land border with India ANNEXURE-IX	
xx	Bid security Declaration to be submitted ANNEXURE-X	
xxi	Certificate to be submitted by Bidders on Rule 144(xi) of the General Financial Rules (GFRs) 2017 on grounds of Defence of India and National Security ANNEXURE-XII	
xxii	PARTNER shall provide a list of all the necessary Infrastructure (Tools, Testers etc) required for Manufacturing & Testing of SSLS.	
xxiii	All compliance documents and Self certificate mentioned in RFP Document	
xxiv	PARTNER shall provide a sample BoM for Solar Street Light System	
xxv	Checklist of the Documents along with the page number to be submitted ANNEXURE-XI	

**Certificate to be submitted by Bidders
(On Company's Letter Head)**

**Reference 1: ITI RFP No. ITI/COR/P&T/RFP/SSLS/2026/01..issued on
.....**

I, _____ in capacity _____ of _____ authorized signatory _____ of
M/s.....having _____ Regd. _____ office
at.....

being a participant bidder in **ITI** RFP cited at reference 1 above, hereby
declare that I have read and understood the clause regarding Restrictions
under Rule 144(xi) of the General Financial Rules (GFRs) 2017 on grounds
of Defence of India and National Security issued vide OM cited at reference
2 above, on procurement from a bidder of a country which shares a land
border with India and on sub-contracting to contractors from such
countries. I, hereby, further certify that our Company is not from such a
country which shares a land border with India and in light of conditions &
restrictions imposed vide cited OMs, we fulfil all the requirements in this
regard to become eligible to be considered in the subject Tender Enquiry by
ITI.

(Name of the authorized signatory)

Signature Designation in Company Seal / Stamp of Company

Counter signed by Company Secretary of the Company with seal / stamp