



REQUEST FOR PROPOSAL (RfP)

FOR

SELECTION OF

SUITABLE BUSINESS PARTNER FOR SETTING-UP OF 10.00 MW (AC) GROUND MOUNTED GRID CONNECTED SOLAR POWER PLANT AT ITI LIMITED, NAINI ALONG WITH IDENTIFICATION/SELECTION OF SOLAR POWER PURCHASER/S"

RFP Enquiry No.: ITI/NNI/TS/SPP/10MW/01 Dated: 16th, January, 2025

Chief Manager- P & BD

Mirzapur Road, Naini, Prayagraj – 211010 (UP) INDIA, Ph: 6307182604/9450605406

Email: atul_nni@itiltd.co.in
Website: http://www.itiltd.in





REQUEST FOR PROPOSAL (RfP)

RFP Enquiry No.: ITI/NNI/TS/SPP/10MW/01 Dated: 16th, January, 2025

ITI Limited invites Request for Proposal (RfP) for selection of Suitable Business Partner for Setting-Up of 10.00 MW (AC) Ground Mounted Grid Connected Solar Power Plant at ITI Limited, Naini along with Identification/Selection of Solar Power Purchaser/s".

| Scope of Work | Setting-Up of 10.00 MW (AC) Ground Mounted Grid Connected | | |
|---------------|--|--|--|
| | Solar Power Plant at ITI Limited, Naini along with | | |
| | Identification/Selection of Solar Power Purchaser/s. | | |
| RfP Cost (Rs) | Rs. 10000.00 (In the form of DD/ through RTGS/NEFT) DD | | |
| | should be in Favor of "ITI Limited, Naini" and payable at SBI ITI | | |
| | Complex Naini. | | |
| EMD | Rs. 10 Lakh with 120 days validity (In the form of | | |
| | DD/through RTGS/NEFT/BG) BG/DD should be in Favor of "ITI Limited" and payable at SBI ITI Complex Naini. | | |

Interested parties may view and download the document containing the detailed terms & conditions, free of cost from the website www.eprocure.gov.in and http://www.itiltd.in.

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 CM - P & BD

Earnest Money Deposit (EMD)

- Rs. 10 Lakh (In the form of DD/through RTGS/NEFT/BG) DD/BG should be submitted in Favor of "ITI Limited, Naini" and payable at SBI ITI Complex Naini.
- The Earnest Money so deposited will be liable for forfeiture: -

a) If the Bid which it covers, is withdrawn before the Bidder received formal intimation as to the ITI 's decision in regard to the RfP within validity of the Bid,

OR

- b) If the successful Bidder fails to deposit the security deposit.
- Earnest Money Deposit of the successful Bidder will be refunded after furnishing Performance guarantee. The EMD of the unsuccessful bidders shall be returned after the declaration of successful Bidders.
- No bidders, including MSMEs and startup companies, are exempt from depositing the EMD and RfP fees/costs.

Important dates

| Date of Issue/Publishing | 16/01/2025 (11:00 Hrs) |
|--|--|
| Last date of receipt of Clarification | 23/01/2025 (17:00 Hrs) |
| Last Date and Time for Submission | 07/02/2025 (17:00 Hrs) |
| Date and Time of Opening of Technical Bid | 08/02/2025 (11:00 Hrs) |
| Date and Time of Opening of Financial Bid | Will be intimated to technically qualified bidders |

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

Asst. Manager - Business Development

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

Ph: 6394793179

Email: pradeep_nni@itiltd.co.in
Website: https://www.itiltd.in

Performance Bank Guarantee (PBG)/Security Deposit: -

LOI will be issued to such successful bidder. The L1 successful shall submit the security deposit of Rs. 1.00 Cr valid for 24 months in form of FDR/CDR Or Bank Guarantee within the period specified in the LOI, failure to which it will be presumed that the bidder is not interested in signing the PPA. In such case, 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.
- a) If the Bidder withdraws the Bid or seeks to modify, alter, add or subtract or put any rider on any ground whatsoever, after last date and time for submission of Bid and during the period of Bid Validity.
- b) In case of successful Bidder, if the Bidder fails within the specified time limit or extended time limit to:
 - i. Execute the PPA with procurer or to refuse to execute the PPA.
 - ii. Furnish the required Performance Security; or
- c) If the Bidder indulges in any type of unfair or corrupt practice or submit any false information;
- d) If the Bidder indulges in any type of Bid rigging, Collusive Bidding or any other type of Anti-Competitive Activity.

INTRODUCTION

ITI Limited, a Public Sector Undertaking under the Department of Telecommunication, Ministry of Communication and IT, is a leading telecom equipment manufacturer and total solution provider in India. ITI has diversified in to solar project business and has established state of the art solar module manufacturing line. ITI Limited is an ISO 9001, ISO 14001 and ISO 45001 certified manufacturing unit. Presently major customers of ITI are BBNL, BSNL, MTNL, defense, paramilitary forces and railways. The company has executed various turnkey orders such as Bharat-Net, Telecom Towers, UP Police headquarters.

The RfP is invited for selection of Suitable Business Partner for Setting-Up of 10.00 MW (AC) Ground Mounted Grid Connected Solar Power Plant at ITI Limited, Naini along with Identification/Selection of Solar Power Purchaser/s for sale of electricity generated through the Power Plant.

SCOPE OF WORK

ITI Limited invites Request for Proposal (RfP) from interested Bidder(s) or Bidding Consortium and/ or any Consortium Member thereof ("Bidders") for selection of developer(s) for setting up of 10.00 MW (AC) Ground Mounted Grid Connected Solar PV Plants at ITI Limited, Naini, Mirzapur Road, Prayagraj, Uttar Pradesh 211010 through open access model. The responsibility of the Successful Bidder(s) would be for supply and sell of electricity for 25 years, as per the terms and conditions of the Tripartite PPA. The Tripartite PPA will be signed between ITI Limited, Procurer and Successful Bidder(s).

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

Bidder may please send their proposals and documents as called for. Two separate envelopes one each for Technical & Financial Bid should be kept in a single large envelop and marked as offer for RfP Enquiry No.: ITI/NNI/TS/SPP/10MW/01, Dated: 16th, January, 2024 to the following address:

For ITI LIMITED CM - P & BD

Responsibility:

a) Responsibility of the Bidder:

- 1. Solar Power Developer shall arrange complete supply, installation and commissioning of 10.00 MW (AC) Ground mounted Grid connected Solar Photo Voltaic (PV) Plants at ITI Limited, Naini, Mirzapur Road, Prayagraj, Uttar Pradesh 211010 through open access model including power evacuation lines to the UPPCL Sub- station along with all terminal equipment viz switching equipment and associated accessories ex. CT/PT/LA/Isolators/Insulators/ supporting structure/ panel, as the case may be and any other work required for its successful and efficient operations at his own cost. The Developer is advised to visit and inspect Site thoroughly to assess the requirement prior to bid submission.
- 2. Solar Power Developer shall also arrange leveling of land, civil works, fencing etc. of the land, lighting arrangement, security arrangements & building infrastructure (Control Room with complete set of associated infra) at his own cost.
- 3. All permits and clearances required for setting up of the Project including those required from State Government and local bodies shall be in the scope of the Solar Power Developer. However, ITI will facilitate in getting the necessary permits and clearances.
- 4. Due to setting up of Solar PV Plant, there should be no obstruction/harm to the existing underground pipelines, UG Cables etc. during maintenance/ strengthening work of Ground and if any additional expenditure has to be incurred due to this, the same will be borne by the Solar Power Developer of the Solar PV Plants.
- 5. If there is a forest strip where Forest Act is applicable then, all necessary approvals will be obtained from the Forest Department by the Solar Power Developer, if necessitated.
- 6. The responsibility of the Successful Bidder(s) would be Identification/Selection of Solar Power Purchaser for sale of electricity for 25 years generated through the Power Plant as per the terms and conditions of the signed Tripartite PPA (Power Purchase Agreement).
- 7. All other work required for the execution and completion of a 10 MW Solar Power Plant at ITI Naini premises.

b) Responsibility of ITI:

1. Provide Land of approx. 30 Acre at ITI Limited, Naini, Mirzapur Road, Prayagraj, Uttar Pradesh 211010 to install Ground mounted Grid Connected Solar PV Plant. The required land shall be finalized after joint inspection with the developer & ITI. The bidders are required to visit the project site mentioned in the RfP.

- 2. ITI will provide land to Solar Power Developers (the successful bidder) for the development of Solar PV Plants on a Build, Own, Operate, and Transfer (BOOT) basis for a period of 25 years after the Commercial Operation Date (CoD), on a right-to-use basis. The ownership of the land will remain with ITI. If any additional land is required for the installation of equipment or other works associated with the Solar PV Plant, ITI will provide the required land to the developer on a right-to-use basis for 25 years after the CoD. A Memorandum of Understanding (MoU) will be signed between the successful bidder and ITI to formalize this arrangement. The bidder must obtain ITI's consent for the right to use the land.
- 3. Provide 10 MW open access transmission connectivity for electricity sale. (Already granted from UPPTCL in the name of ITI)
- 4. Provide bay for transmission of electricity at nearest 33KV UPPCL substation. (Bay charges has already been paid)

However, the AC cable as well as associated equipment/s required for termination from Solar Power Plant to bay at 33KV UPPCL substation will be in the scope the bidder.

- 5. Provide Electricity Supply (Charges will be paid by bidder on actual basis).
- 6. Provide Water Supply (Charges will be paid by bidder).
- 7. Opening of ESCROW account to share the revenue as per agreed ratio.
- 8. ITI will nominate a Nodal officer who will coordinate with the successful bidder regarding site visit, providing lay out plan and space availability for installation of Ground Mounted Grid Connected Solar PV Plants.

1. **PRE-QUALIFYING REQUIREMENT:**

QUALIFYING REQUIREMENTS

| | Particulars | Valid Documents Requirement | |
|----|---|---|--|
| A. | 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 solar business for not less than 3 years prior to the date of bid submission. | A copy of certificate of incorporation should be furnished along with the bid in support of above. | |
| 3 | The bidder should have cumulative past experience of 8.0 MW in grid-interactive/off-grid SPV systems and one solar power plant with a minimum capacity of 4.0 MW during the preceding five financial years: FY 2019-20, 2020-21, 2021-22, 2022-23, and 2023-24. 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. | |
| | | 8 | |

| В | FINANCIAL CRITERIA: | |
|---|--|---|
| 1 | The Bidder should have Minimum Average Annual Turnover (MAAT) of 30.0 Cr, during preceding Five Financial Years FY 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24. | 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. |

INSTRUCTIONS TO BIDDERS

- 1. The bidders are requested to submit their bid prior to last date of submission.
- 2. ITI may modify, amend or supplement this RfP Document including without any prior notice.
- 3. This Request for Proposal (RfP) document is not an agreement or offer by the ITI to the prospective Bidders or any other party. The purpose of this RfP is to provide interested parties with information to assist the formulation of their Bid.
- 4. While this RfP document has been prepared in good faith, neither the ITI nor their employees make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfP, even if any loss or damage is caused by any act or omission on their part.
- 5. Bidder are required to quote single margin to ITI for 25 years in the price bid. ITI will not entertain different margin for every year, any bid with different margin will be considered disqualified.
- 6. Bidders are advised to visit the site and ascertain the site conditions, before submitting their proposal. No claims regarding site conditions like land leveling, soil conditions, site clearance, shadow, etc. shall be entertained later.
 - Before visiting the site, Bidder has to obtain written permission from ITI.
- 7. Cutting/overwriting, if any in the figures of the RfP documents is required to be clarified/indicated in words, duly signed, failing which the bid may be rejected.
- 8. Deviation of any kind will not be accepted in the non-financial & financial bid. Such deviations shall be ignored. Conditional bids are liable to be rejected.
- 9. All the required information shall be furnished strictly in the prescribed Formats only. Any information indicated other than the prescribed Formats shall not be entertained. The bid shall be evaluated on the basis of information furnished in the prescribed Formats only.
- 10. ITI, if desired so, may advise any bidder to furnish the documents in original or copy thereof duly attested by Notary for verification, in physical form on short notice of three days.

- 11. Bidders should provide complete information at the time of submission of bid. If the bidders are asked to furnish some more clarification/confirmation/documents, they shall be required to furnish the same within specified time, failing which the case shall be finalized /decided on the basis of available information/documents. Bidder shall be responsible for ignorance of their bid on account of delay in furnishing of desired information/documents up to the specified time. However, if there are any shortcomings in the submission of the information which does not materially affect the qualification criterion, then the Bid Evaluation Committee shall have the power to consider the facts on the merit of the case and decide the bid evaluation accordingly.
- 12. During the preparation of the land or the installation of the Solar Power Plant, any damages caused to the ITI building will be the responsibility of the successful bidder.
- 13. The land used for the establishment of the 10 MW Solar Power Plant may also be considered for agricultural/other purposes, but only after obtaining proper approval from the competent authority.
- 14. The final billing for the generated electricity is handled by ITI Limited, Naini. The turnover from the generated electricity also falls under the scope of ITI Naini.
- 15. The above-mentioned scope of work is purely revenue-based, with no liability on ITI during the installation and commissioning (I&C) and operation period, up to the project timeline of 25 years. In the project timeline period, all liabilities fall under the bidder's scope.
- 16. The responsibility for all civil work, including the construction of the control room and switch room, lies entirely with the bidder. This includes tasks such as site preparation, foundation work, structural construction, and finishing, ensuring that the control room and switch room meet all technical and safety standards specified in the project requirements. The bidder is also expected to provide all necessary materials, labor, and equipment required to complete the construction within the stipulated timeline and in compliance with applicable regulations and guidelines.

TECHNOLOGY

The Bidder is free to choose any Solar PV power generation technology viz Crystalline Silicon Solar Cell Modules / Thin Film Modules / Concentrated PV Modules/any Other PV Technology. The solar module must comply with latest IS/IEC standards and need to be approved by MNRE/GoI. Under this RfP, it is proposed to promote only established and operational technologies to minimize the technology risk and to achieve the commissioning of the project in state.

GENERAL TERMS AND CONDITIONS

- 1. Solar Power Developer shall satisfy themselves with Environmental condition and their parameter. Considering these parameters, Solar Power Developer may ensure to installation of Solar Power Plant. ITI shall in no way be responsible for decreased/increased generation accruing as a result of variations in solar radiation.
- 2. Complete proposal regarding location wise plant capacity, expected annual generation and the power evacuation arrangement is required to be submitted by the Solar Power Developer within two months from Letter of Award.
- 3. ITI will nominate a Nodal officer who will coordinate with the successful bidder regarding site visit, providing lay out plan and space availability for installation of Ground Mounted Grid Connected Solar PV Plants.

General Layout Plan of the Solar PV Plants, its required structure to be implemented /erected / embedded on the Ground mounted along with complete design on which solar panels are to be erected as per the site requirement, keeping in view the safety, will be submitted by Solar Power Developer to ITI within 1 months of signing of PPA. Solar Power Developer may be required to modify the General layout Plan, as per site requirement and instructions of ITI for approval. General layout Plan approved by ITI shall be binding on the Solar Power Developer.

- 4. Works regarding setting up of solar power plant will be monitored/supervised by ITI.
- 5. The aforesaid project will be carried out under Solar Energy Policy of Uttar Pradesh. Therefore, Solar Power Developer is required to comply with all the provisions of the Policy including its amendments if any.
- 6. Solar Power Developers are free to give their independent own design for solar power installation on the Ground mounted. All type of proposed design is required to be got approved from ITI, before actual installations. Bidders are advised to quote their bids keeping in view all these aspects and are bound to implement the project as per the design approved by ITI.
- 7. The terms and conditions for implementation of the project shall be formalized through signing of Implementation Agreement and Power Purchase Agreement (PPA) by the selected bidder with ITI.
- 8. Solar module as per technical specification will be manufactured and supplied by ITI in the brand name of ITI.
- 9. Bidder shall place work order on ITI for supply of Solar modules at mutually agreed price.
- 10.ITI will have the first right of refusal of supply of solar modules.

- 11. The following terms & conditions of ITI are binding on the Solar Power Developer and are required to take note of the same before quoting their bids:
 - a. Due to setting up of Solar PV Plant, there should be no obstruction to the maintenance/strengthening work of Ground mounted and if any additional expenditure has to be incurred due to this, the same will be borne by the Solar Power Developer of the Solar PV Plants.
 - b. The maintenance works of Solar PV Plants to be executed to maintain the CUF time to time and will not be dependent on the instruction of ITI.
 - c. Solar Power Developer will submit the detailed layout plan and other drawings of these Solar PV Plants, for vetting by ITI, before the start of the work.
 - d. While installing the Solar PV Plants, the height of solar panels and allied structures should be kept sufficient so that no obstruction is faced during cleaning & maintenance.
 - e. After the installation of Solar PV Plants and during its operation & maintenance, if some work is required for the safety of Solar PV Plants, the Solar Power Developer will be responsible to bear the whole expenditures on these works.
 - f. If some building or structure is required in view of the Solar PV Plants, the Solar Power Developer will do it at his own cost.
 - g. The Solar Power Developer will obtain NoC from any other related department at its own level and cost.
 - h. The Solar Power Developer will be fully responsible for any mishap during the construction and afterwards, due to this project.
 - i. If during the execution of work there is any obstruction in the working of Solar PV Plants by ITI, in that case no compensation will be payable by ITI to the Solar Power Developer. However, ITI will make best efforts so that execution of Solar Power Plants is not affected.
 - j. The projects developed should have a minimum CUF of 16% in any given contract year. In case the Solar Power Solar Power Developer fail to supply energy pertaining to minimum CUF in a contract year then the Solar Power Developer shall pay a penalty equal to 5% of the project tariff (Tariff as per PPA) to ITI, for such shortfall in Units.

GENERAL CONDITIONS:

- 1. **Authorized Signatory:** All certificates and documents received as part of offer shall be signed by the "Authorized Representative" (signing is not mandatory for technical manuals or documentation). The power of Attorney shall have to be submitted to ITI in NJSP of appropriate value along with the offer.
- 2. The bids should be submitted in the form of hard copy.
- 3. **Late offer:** Any offer received after the prescribed timeline shall be summarily rejected and shall be returned unopened to the vender.
- **4. Language of offers:** The offers prepared by the vendor and all the correspondences and documents relating to the offers exchanged by the vendor, shall be written in English language.
- 5. **Award of Contract:** Bidder offering the highest quoted margin shall be declared as the successful bidder. The Financial Bid format is enclosed.
- 6. ITI reserves the right to suspend or cancel the RfP process at any stage, to accept, or reject any, or all offers at any stage of the process and / or to modify the process, or any part thereof, at any time without assigning any reason, without any obligation or liability whatsoever.
- 7. **Cost of RfP:** The bidder shall bear all costs associated with the preparation and submission of its RfP, including cost of presentation for the purposes of clarification of the offer, if so desired by ITI. ITI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the RfP process.
- 8. The Bidder shall be ready to give clarifications on any part of the offer to ITI including presentation at ITI, if so desired by ITI.
- 9. **Amendment of RfP:** At any time prior to the last date for receipt of offers, ITI, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective vendor, modify the RfP document by an amendment. In order to provide prospective vendor reasonable time in which to take the amendment into account in preparing their offers, ITI may, at their discretion, extend the last date for the receipt of offers and/or make other changes in the requirements set out in the Invitation for RfP.

- 10. Consortium and sub-contracting are allowed. (Kindly enclose Self declaration on Company Letter Head).
- 11. This RfP does not constitute and will not be deemed to constitute any commitment or confirmation on part of ITI Ltd for any purchase/work order to the bidder.
- 12. The bidder shall bear all costs associated with the preparation and submission of its response to this RfP, including cost of Demo/Presentation for the purpose of clarification of the offer, if so desired by ITI Ltd. ITI Ltd will in no case be responsible for these costs, regardless of the conduct or outcome of the RfP process.
- 13. **Disclaimer:** ITI and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of ITI and/or any of its officers, employees.
- 14. The evaluation committee will examine the bids and supporting documents in the light of eligibility criteria as stated above. If felt necessary, the committee may send its technical team to evaluate the infrastructure of the company. On compliance with all requirements, the committee shall empanel.
- 15. Bidders must submit the signed copy of all documents & annexures along with bid.
- 16. Bidder must submit the signed integrity pact along with the techno commercial bid. (Format Attached at Annexure- VI)
- 17. **Authorized Signatory**: All certificates and documents received as part of offer shall be signed by the "Authorized Representative". Power of attorney in the name of person signing the documents is mandatory (On Non-Judicial Stamp paper). (Signing is not mandatory in technical manuals)
- 18. **Validity of Offer:** Quoted/Offer Price shall be valid for 120 days.
- 19. **Language of offers:** the offers submitted by vendor and all the correspondence and documents relating to the offers exchanged by the vendor shall be in English language.

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

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

Other Important Terms & Conditions:

- 1. Only the successful bidder will be informed of being the H1. All the techno commercial terms & payment terms will be on back-to-back basis.
- **2.** ITI reserves the right to waive minor deviations and add minor modifications if they do not materially affect the capability of the bidder to perform the contract.
- **3.** It will be the responsibility of the bidder to train and educate the ultimate user for handling and operating the equipment free of cost.
- **4.** Bidder will sign Service Level Agreement (SLA) with ITI. The draft copy of SLA will be as per the customer RfP (in case provided by the customer) or will be provided by ITI. In case of conflict between ITI's terms & conditions and the terms & condition as per customer's RfP the ITI's terms & conditions prevail over said RFP terms & condition.

Additional work may be required to carry out according to the actual site conditions. Any item/Work, which is not specifically mentioned and not paid by customer but necessary for making the system functional, shall be deemed to be included in the scope of the work of the vendor and shall be supplied and installed without any extra cost to ITI.

Award of Contract:

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

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

Training:

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

Supply of Accessories: -

The successful bidder shall provide 2 laptops, 2 black-and-white printers, and 2 color printers for remote monitoring of the installed system. The technical specifications for these items are attached for reference.

Design and Engineering:

- The Bidder shall plan and design for the electrical / mechanical / civil requirements including but not limited to plant configuration, space optimization, distance between rows of modules, sufficient passage for vehicle and man-power movement in the plant, mounting structures, location of inverter room, cable routing, selection of equipment and items, procurement plan etc. to enhance plant output.
- The Bidder has to carry out the complete soil investigation of the site, through approved laboratory before designing various civil structures. The design of all civil foundations, R.C.C structures, buildings etc. will be carried out considering appropriate seismic zone of the area. All appropriate loads, wind velocity, seismic factors etc. will be considered as per the relevant IS Specifications while designing any civil structure. Also, the environmental conditions, soil characteristics, atmospheric effect, ground water table level, rain water data, land profile, etc. must be considered as per site actual condition and accordingly appropriate precautions and preventive measures will be taken while designing the structures. RCC structures will be adopted considering surrounding weather and soil conditions of site and as per the relevant IS codes. The concrete mix design test of cement content per M3 concrete shall be carried out in Govt. certified laboratory or NABL accredited laboratory.
- The Bidder shall take into consideration all parameters like wind speed, seismic zone, safety factor and safe Soil Bearing Capacity (SBC) etc. for the purpose design and construction of civil foundations for all civil work as per relevant IS codes.
- The Bidder shall carryout Shadow Analysis at the site and accordingly design strings and arrays layout considering optimal usage of space, material and labor.
- The Bidder shall prepare the detailed design basis report (DBR) along with relevant standards (with respective clause description) and PERT Chart. The Contractor shall submit a copy to ITI for review and approval prior to detail engineering. The Contractor shall follow the timeline provided below for submission and approval of documents/drawings.

- The Bidder shall follow the timeline provided for submission and approval of documents/drawings/project implementation.
- All documents, basic design data, design documents, as built drawings and
 engineering information, shall be submitted to both (ITI Project In charge) in soft
 as well as hard copies for review and approval. Every drawing shall also be
 submitted in "*.dwg" (AutoCAD) format. In case of design calculations done in
 spread sheet, editable (working) soft copy of the spread sheet shall also be
 submitted along with 'pdf' copies during every submission.
- All designs, specifications, reports, etc. submitted or used by the Successful Bidder at any point in time shall first be approved by ITI and shall be revised by Successful Bidder as per instructions given by ITI if required prior to execution.
- The successful Bidder shall submit a comprehensive project management schedule in the form of a Gantt chart CPM/PERT chart within 15 days from the date of placement of PO and shall be liable for abiding by the schedule.
- The successful Bidder shall submit general engineering drawings of all civil work, including but not limited to, layout of the power plant at different buildings indicating rows of photovoltaic modules, SLD, location of control panels, DC and AC Distribution Boxes, MMS design, civil foundations and anchoring design / details, shading analysis and generation estimation report etc.
- The successful bidder shall submit technical specifications / Drawings / Designs and datasheets for all electrical work including but not limited to electrical component of the power plant including photovoltaic modules, cables, connectors, junction boxes, inverters, transformers, monitoring and auxiliary systems, etc.
- The successful Bidder shall submit a comprehensive maintenance schedule for operation and maintenance of the photovoltaic power plant along with checklists and shall be liable for abiding by the schedule. All construction, operation and maintenance procedures shall be carried out through appropriate relevant standards, regulations and Labour laws.
- The Bidder/EPC Contractor shall submit the drawing as per RfP specifications. Any revision in drawing based on Owner's Comments/observations, in case not

confirming to RfP specification, then revised document shall be submitted within 03 days. In normal circumstances approval of final drawings will be given by Owner within 10 days from date of submission of revised drawings by Bidder. In case of multiple revision of documents/drawings then complete time taken by Bidder for revision of documents/drawings will be attributed to Contractor's account and no claim will be entertained by Owner on account of delay in approval of drawing/documents.

- The Successful Bidder shall submit to the Owner the documents in hard copy (3 Set) and soft copy to both with proper reference and drawing numbers.
- The Successful Bidder shall submit all drawings in AutoCAD format in addition to PDF.
- The Successful Bidder shall also be submitted a structural Design Basis Report (DBR) for each design, Input / source file of STAAD/STRAP/STRUD/ETABS/ etc. for the particular structure to the Owner in hard copy and soft copy for review and approval.
- The Successful Bidder has to provide Input/Source file of STAAD / STRAP / STRUD / ETABS /etc. and AutoCAD drawings for the patented designs also. The Bidder Shall submit detailed design calculations of foundation, columns, walls, stairs, beams & slabs all the structural elements in hard as well as soft copy.
- No revisions are entertained once the drawing is approved. If ITI is allowing for revision in approved drawing due to valid reason, then time required for approval process shall not be accounted for any extension.
- The Bidder has to submit all drawings, which are related to plant for approval and the Contractor, shall not claim any drawing as their intellectual property. Drawing which is developed for project will be the intellectual property of the Owner.

Procurement & Supply: -

The scope of procurement and supply for individual sites including testing at manufacturer's works, packing, transit insurance, receipt, unloading, storage at site of equipment and materials for Grid Interactive Solar PV Power Plant with associated system shall include but not limited to the following

- Adequate capacity of Solar PV Modules.
- Module Mounting Structure (MMS) with necessary hardware suitable for mounting PV Modules.
- String Combiner Box (SCB) along with mounting structure in case of central inverter / string inverter configuration as per design approved by ITI.
- Solar Cables of min 4 Sq mm size and rating from PV Modules to SCB / String Inverter along with straight/Y-connectors, ferrules, conduits, cable ties and other materials required for able laying and termination at both the ends.
- Power Conditioning Units (Central / String Inverter) of appropriate rating. DC Cables from of appropriate size and rating from SCB to Central Inverter along with cable termination kits, ferrules / tags, conduits, cable ties and other materials required for cable laying and termination at both the ends.
- AC Combiner Box / LT Switchgear panel of appropriate rating with adequate number of inputs for pooling of power from Central/String Inverter to Inverter transformer.
- AC Cables (LT & HT) of appropriate size and rating along with cable termination kits, ferrules / tags, conduits, cable ties and other materials required for cable laying and termination at both the ends.
- Inverter transformers of appropriate rating. The MVA rating shall be considered the Maximum AC power available at metering point of power evacuation.
- Indoor Panels including Vacuum Circuit Breakers, Current Transformers, Potential Transformers, Relays and other accessories for complete protection. Outgoing feeder of the panel shall be rated as per rated capacity / design of the plant.
- ABT/SEM meters with all necessary metering rated CTs and PTs at the plant take-off point as well as at the interconnecting substation as per Appropriate Authority / CEA Metering Regulations as amended time to time and state metering code to meet open access captive consumption guidelines. No separate payment shall be paid for Metering

set up at plant and interconnecting substation. Bidder should quote accordingly.

- ABT/SEM meters with all necessary metering rated CTs and PTs and other installations at Consumer locations as per Appropriate Authority / CEA Metering Regulations as amended time to time and state metering code to meet open access captive consumption guidelines. Payment for metering set up at consumer locations shall be paid on actual quantity installed. For each location, ABT/SEM metering set up with all installations including testing and commissioning considered as one quantity.
- Over Head Transmission Line / Under Ground Cable (rated for the AC power available at metering point of power evacuation) including Poles / Towers, Conductors, Insulators, Cable Termination Kits and associated accessories from Plant take-off point to Interconnecting Substation as per DISCOM / STU specifications / requirements including Right of Way, permits and approvals, DISCOM supervision and maintenance charges.
- Indoor / Outdoor Switchgear panel / bay and other associated accessories (rated capacity of the plant) for integration of Solar PV Power Plant at the interconnecting substation as per DISCOM / STU specifications / requirements including replacement of substation equipment / materials, permits and approvals, DISCOM supervision and maintenance charges.
- Auxiliary supply system including auxiliary transformers, distribution panels, cables and related accessories for plant internal consumption.
- Uninterrupted Power Supply (UPS) including Batteries, Distribution Boards, Cables and associated equipment.
- Distribution Boards, Cables and associated equipment.
- •LT Power and Control Cables including end terminations and other required accessories.
- Communication cables including end terminations and other required accessories.
- Supervisory Control and Data Acquisition (SCADA) for remote monitoring/control of plant facilities.
- Data Acquisition System and communication infrastructure (RTU) to transfer real time

data to SLDC / RLDC as per DISCOM / STU specifications.

- Earthing system including earth strip/cables, earth electrodes, earth enhancing compound and all other associated materials for complete earthing of the plant.
- Lightning Protection System for entire plant area.
- PEB buildings for Office, Control Room, Panels Room etc.
- LED luminaries with diffuser for illumination, lighting poles, distribution boxes and power supply cables along with required conduits, fittings, etc.
- Weather monitoring station shall include but not be limited to the following:
 - a. Pyranometers One in Horizontal Plane for GHI and two in inclined plane for GHI
 Minimum 2 (Two) Nos.
 - b. Ultrasonic Anemometer (wind speed and direction) 1 (one) no.
 - c. Temperature Sensor (ambient and module surface) 3 (three) nos.
 - d. Power source to the all sensors wherever required
 - e. Data Logger with option to connected SCADA system / EMS etc. LED luminaries with diffuser for illumination, lighting poles, distribution boxes and power supply cables along with required conduits, fittings, etc.
 - f. CCTV cameras with monitoring station along with mounting poles, power supply cables, communication cables, network switches, conduits, fittings, etc.
 - g. Fire detection and fire protection system in buildings/containers, inverter / transformer yard and switchyard.
 - h. Testing instruments as specified.
 - i. Water cleaning of panels with piping network all around the plant.
 - j. Any other equipment / material, not mentioned but required to complete the Solar Power Plant facilities in all respect.

Installation, Testing and Commissioning

The scope of installation, testing and commissioning for the plant facilities shall include, but not limited, to the following.

• Installation of PV Modules on Module Mounting Structure and interconnection of PV Modules.

- Installation, Testing and Commissioning of String Combiner Box in case of String/Central Inverter configuration.
- Installation, Testing and Commissioning of Power Conditioning Units (Central / String Inverter). Central Inverter, if provided, shall be installed inside or outside as per manufacturer instructions.
- Laying of Solar cables through HDPE conduits with proper sealing in the cable trench from PV Modules to SCB / String inverters along with termination at both the ends.
- Installation, Testing and Commissioning of AC Combiner Box / LT Switchgear panel in case of String Inverter configuration. AC Combiner Box / LT Switchgear panel, if provided, shall be installed inside existing Main Control Room.
- Laying of DC cables from SCB to Central inverter along with termination at both the ends in case of Central / String Inverter configuration.
- Laying of AC LT cables from AC Combiner Box / LT Switchgear panel to Inverter transformer along with termination at both the ends in case of String Inverter configuration.
- Laying of AC LT cables along cable trays from Power Conditioning Unit to Inverter transformer along with termination at both the ends.
- Installation, Testing and Commissioning of Inverter transformers.
- Installation, Testing and Commissioning of ABT meters with all necessary
 metering rated CTs and PTs at Plant take-off point as well as at Interconnecting
 Substation as per CEA Metering Regulations as amended time to time and state
 metering code. ABT Meters at plant take-off point shall be installed inside existing
 Main Control Room.
- Installation, Testing and Commissioning of ABT meters with all necessary metering rated CTs and PTs and other installations at consumer locations as per CEA Metering Regulations as amended time to time and state metering code to meet open access captive consumption guidelines.
- Laying of AC cables from Inverter transformer to Plant take-off point along with termination at both the ends.

- Installation, Testing and Commissioning of Over Head Transmission Line / Underground Cable from Plant take-off point to Interconnecting Substation.
- Installation, Testing and Commissioning of Switchgear panels / bay and associated accessories for integration of Solar PV Power Plant at the interconnecting substation including rearrangement of substation equipment / materials.
- Installation, Testing and Commissioning of auxiliary power supply system consisting of auxiliary transformers, AC distribution boards, AC LT cables and related accessories.
- Installation, Testing and Commissioning of Uninterrupted Power Supply (UPS),
 Distribution boards, Cables and related accessories inside existing Main Control Room.
- Installation, Testing and Commissioning of Distribution boards, Cables and related accessories inside existing Main Control Room.
- Laying of LT Power and Control Cables along with termination at both the ends.
- Installation, Testing and Commissioning of SCADA inside existing Main Control Room along with suitable communication system for interfacing PCU, Transformer, HT Panel, UPS, Fire alarm panel, WMS and other equipment with SCADA, remote monitoring capabilities and internet facility equipped with functionality as per Central Electricity Authority (Technical Standards for Connectivity to the Grid) (Amendment) Regulations, 2019.
- Installation, Testing and Commissioning of Telemetry System inside existing Main Control Room for communication of Plant Data to the Transmission System Operator as per Central Electricity Authority (Technical Standards for Communication System in Power System Operations) Regulations.
- Earthing of PV Modules, Module Mounting Structures, PCU, Switchgear panels, Transformers, and all other electrical equipment.
- Installation of lightning protection system (LPS) for entire plant facilities.
- Installation of illumination system including all required accessories and laying

of power supply cables.

- Installation, Testing and Commissioning of Weather Monitoring Station along with laying of required power supply and communication cables.
- Installation of CCTV cameras on strategic locations including all required accessories, laying of power/communication cables and installation of monitoring station.
- Installation, Testing and Commissioning of robotic/ semi-robotic type cleaning system.
- Installation of fire detection and fire protection system for buildings/containers, transformer yard and switchyard.
- Pre-commissioning checks and tests for all equipment.
- Synchronization and Commissioning of plant.
- Any other works related to installation, testing and commissioning not mentioned but required to complete the Solar Power Plant facilities in all respect.
- ➤ Civil work and other non-electrical work the scope of civil works for the plant facilities shall include, but not limited and its specification mentioned in technical specification for Civil, Mechanical and plumbing work given in this RfP document.
- ➤ Conducting geotechnical investigation and topographical survey of the plant area. Clearing plant site and transmission line corridor by cutting of trees, bushes and shrubs including disposal of waste material.
- ➤ Earthwork for site grading, cutting, filling, levelling and compaction of land. Construction of boundary fencing around the entire plant area (wherever not available already).
- ➤ Construction of foundation for Module Mounting Structure (MMS) and erection of MMS.
- ➤ Construction of foundation and / or mounting structure for String Combiner Box, AC

Combiner Box / LT Switchgear panel, Inverter, Inverter Transformer, Auxiliary Transformer, Switchgear panel, Metering panel and other electrical equipment. Construction of cable trenches inside existing Main Control Room.

- ➤ Construction of fence for transformer yard and switchyard.
- > Construction of foundation and / or mounting structure for Weather Monitoring Station and associated civil works.
- ➤ Construction of foundation for Lighting poles, CCTV poles and other equipment. Construction of foundation for Overhead Transmission Line from Plant take-off point to Interconnecting Substation and associated civil works.
- ➤ Construction of foundation and / or mounting structure for Switchgear panels /bay and associated accessories for integration of Solar PV Power Plant at the Interconnecting Substation.
- Construction of approach roads, access roads, internal roads and peripheral roads, as applicable.
- > Construction of underground water tank for the cleaning of Solar PV Modules and for auxiliary water supply.
- > Construction of storm water drainage network for smooth disposal of storm water from the plant to the nearest available drainage outlet.
- Any other civil works not mentioned but required to complete the Solar Power Plant facilities in all respect.
- ➤ Civil work and other non-electrical work the scope of civil works for the plant facilities shall include, but not limited and its specification mentioned in technical specification for Civil, Mechanical and plumbing work given in this RfP document.
- ➤ Conducting geotechnical investigation and topographical survey of the plant area. Clearing plant site and transmission line corridor by cutting of trees, bushes and shrubs including disposal of waste material.
- ➤ Earthwork for site grading, cutting, filling, levelling and compaction of land. Construction of boundary fencing around the entire plant area (wherever not available already).

- > Construction of foundation for Module Mounting Structure (MMS) and erection of MMS.
- ➤ Construction of foundation and / or mounting structure for String Combiner Box, AC Combiner Box / LT Switchgear panel, Inverter, Inverter Transformer, Auxiliary Transformer, 33 kV Switchgear panel, Metering panel and other electrical equipment. Construction of cable trenches inside existing Main Control Room.
- ➤ Construction of fence for transformer yard and switchyard.
- > Construction of foundation and / or mounting structure for Weather Monitoring Station and associated civil works.
- ➤ Construction of foundation for Lighting poles, CCTV poles and other equipment. Construction of foundation for 33 kV Overhead Transmission Line from Plant take-off point to Interconnecting Substation and associated civil works.
- ➤ Construction of foundation and / or mounting structure for 33 kV Switchgear panels / bay and associated accessories for integration of Solar PV Power Plant at the Interconnecting Substation.
- Construction of approach roads, access roads, internal roads and peripheral roads, as applicable.
- Construction of underground water tank for the cleaning of Solar PV Modules and for auxiliary water supply.
- > Construction of storm water drainage network for smooth disposal of storm water from the plant to the nearest available drainage outlet.
- Any other civil works not mentioned but required to complete the Solar Power Plant facilities in all respect.

Statutory Approvals: -

- Obtaining statutory approvals /clearances/ compliances on behalf of the ITI from various Government Departments, not limited to, the following:
- (i) Pollution control board clearance, if required
- (ii) Mining Department, if required
- (iii) Forest Department, if required
- (iv) All other approval as and when, as necessary for setting up of the solar power plant including CEIG/ CEA, power evacuation, etc. as per the suggested guidelines.
- All statutory approvals/permissions and/or No Objection Certificates (NoC) etc. from DISCOM / STU for obtaining connectivity at the substation as per Project Particulars provided above.
- All other statutory approvals and permissions and their respective compliances, not mentioned specifically but are required to carry out hassle free Construction, Commissioning and O&M of the plant.
- Adequate and seamless insurance coverage during EPC and O&M period to mitigate all risks related to construction and O&M of the plant to indemnify the ITI.

Plant Safety Equipment:

The Contractor shall provide appropriate numbers of foam type fire extinguishers / CO2 extinguishers, sand buckets and transformer discharge rod at Invertor Rooms, Control Room, Security Cabin and Switchyard/Substation. Further, all high voltage places to be provided with danger sign boards with appropriate size and material to last for 25 years. The Contractor shall provide appropriate numbers of foam type fire extinguishers / CO2 extinguishers, sand buckets and transformer discharge rod at Invertor Rooms, Control Room, Security Cabin and Switchyard/Substation. Further, all high voltage places to be provided with danger sign boards with appropriate size and material to last for 25 years.

| Снеск | LIST OF DOCUMENTS/INFORMATION TO BE SUBMITTED |
|-------|---|
| a. | Bidders Profile as per Annexure-I. |
| b. | Undertaking for Non-Disclosure Agreement and & Performance Bank Guarantee as per Annexure-II. |
| c. | Undertaking of Authenticity as per Annexure-III |
| d. | Non-Disclosure Agreement as per Annexure-IV |
| e. | Undertaking for Non-Black listing as per Annexure-V |
| f. | Pre contract integrity Pact as per Annexure-VI |
| g. | Financial Bid Format as per Annexure- VII (in a sealed envelope) |
| h. | RfP Acceptance letter as per Annexure-VIII |
| i. | Site Visit Report as per Annexure - IX |

ANNEXURE-I

| Bidde | Bidder's Profile | | | | |
|-------|---|---------|-------------|---------|--|
| S. No | Description | | Bidder's Re | sponse | |
| 1 | Name and address of the company | | | | |
| 2 | ITI RFP Reference | | | | |
| 3 | Company Directors Profile | | | | |
| 4 | Contact Details of the Bidder (Contact person name with designation, Telephone Number, FAX, E- mail and Web site) | | | | |
| 5 | Area of business | | | | |
| 6 | Annual Turnover for 3 financial years (Rs in Cr) | 2021-22 | 2022-23 | 2023-24 | |
| 7 | Date of Incorporation | | | | |
| 8 | GST Registration number | | | | |
| 9 | PAN Number | | | | |
| 10 | CIN Number, if applicable | | | | |
| 11 | Number of technical manpower in company's rolls | | | | |
| 12 | Number of qualified man power | | | | |
| 13 | Valid Power of Attorney along with resolution of Board for authorizing the person signing the bid for this RfP to be submitted. | | | | |

UNDERTAKING of NDA & PBG

(To be submitted on Bidder's Letter Head)

| To, Chief Manager (P & BD) ITI Limited, Mirzapur Road, Naini Pryagraj-211010 |
|---|
| M/s do here by undertake and declare that: |
| 1. The Non-Disclosure Agreement (NDA) signed shall also be applicable and abided by us unequivocally. |
| 2. That we are not under any blacklist by Central Govt. / any State or UT Govt. / PSU/ organized sector in India or by GST authorities and fully comply the Terms and conditions of RfP by ITI Ltd. |
| 3. We agree to submit PBG for an appropriate amount as per the quantum of work assigned under in the standard PBG format as required by ITI. 4. That we undertake to indemnify ITI and customer from any claims / penalties / statuary charges, liquidated damages, with legal expenses etc., as charged by the customer and suffered by ITI as a result of: (i) injuries or death to persons or damage to tangible personal property (including theft) or to real property, arising out of and to the extent of Bidder's actions or failures to act; or (ii) Bidder's material breach of this RfP. Bidder shall pay all costs, fees (including reasonable attorneys' fees), and damages as incurred by ITI. 5. That all the hardware/ software supplied under the contract arrangement shall not contain any embedded malicious codes that could inhibit the desired functions of the equipment or cause the network to malfunction in any manner. |
| Duly authorized to sign the bid for and on behalf of: [Insert complete name of Bidder] |
| Dated onday of[insert date of signing] |
| Corporate Seal (where appropriate) |

Undertaking of Authenticity

(To be signed by authorized signatory of the Bidder) Date: _____ Ref: To, Chief Manager (TS & QA) M/s ITI Limited, Mirzapur Road, Naini Pryagraj-211010 Undertaking of Authenticity With reference to the hardware items (as mentioned in the Commercial Bid) quoted to you vide our quotation No.: dated_____in response to your RFPno.___ we hereby undertake that all the components / parts / assembly / software used in the hardware items shall be original / new from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used. We also undertake that in respect of licensed operating system if asked for by you in the purchase order, the same shall be supplied along with the authorized license certificate and also that it shall be sourced from the authorized source. Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM suppliers at the time of delivery or within a reasonable time. In case of default and we are unable to comply with above at the time of delivery or during installation for the IT hardware / software already billed, we agree to take back the same, if already supplied and return the money if any paid to us by you in this regard. We (BIDDER name) also take full responsibility of both parts & service SLA as per the content even if there is any defect by our authorized service center / reseller / BIDDER etc. Signature of Authorized Signatory Name: _____ Designation: Place: Phone & E-mail: _____ Name of the Organization: _____

Non-Disclosure Agreement

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

| WHEREAS, we, | ,having Registered Office at, hereinafter referred to as the |
|--|---|
| COMPANY, are agreeable to Setting-Up of 10.00 Solar Power Plant at ITI Limited, Naini along Purchaser/s as per the scope defined in the Rf ITI, having its Head office at Doorvani Nagar, Be and WHEREAS, the COMPANY/Partnership und ITI's /ITI's customers Infrastructure shared by proprietary to the ITI Ltd, and | O MW (AC) Ground Mounted Grid Connected with Identification/Selection of Solar Power P No for ngaluru (hereinafter referred to as the ITI Ltd) derstands that the information regarding the |
| WHEREAS, the COMPANY understands that in said RFP and/or in the aftermath thereof, it may certain jobs/duties on the ITI's /it is custome plans, documents, approvals, data or information | be necessary that the COMPANY may perform rs properties and/or have access to certain |
| NOW THEREFORE, in consideration of the for following conditions, in order to induce the I specific access to the ITI's customers property/ | TI Ltd to grant the COMPANY/Partnership |
| The COMPANY will not publish or disclose to COMPANY performs for others, any confidentia ITI Ltd / ITI customers unless the COMPANY/Pauthorization to do so; | l or proprietary information belonging to the |
| The COMPANY agrees that information and oth produced by the COMPANY for the purpose of s to the said RfP, will not be disclosed to during of ITI Ltd, to anyone outside the company | ubmitting the offer to the ITI Ltd in response |
| The COMPANY shall not, without the ITI Ltd.'s RfP or any provision thereof, or any specification furnished by or on behalf of the ITI Ltd in conn those employed/engaged by the COMPANY for ITI Ltd and/or for the performance of the C employed/engaged person(s) shall be made in necessary for the purposes of such performance | n, plan, pattern, sample or information (to be) ection therewith, to any person(s) other than the purpose of submitting the offer to the ontract in the aftermath. Disclosure to any confidence and shall extend only so far as |
| Yours Sincerely, | |
| Signature of Authorized: | |
| Signatory Name of Authorized Signatory: | |
| Designation: | |
| Office Seal: | |
| Date & Place: | |

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UNDERTAKING FOR NOT BLACKLISTING

(Non-Blacklisting declaration)

| Subject: Non-Blacklisting declaration in connection with participation in RfP No: for |
|---|
| Dear Sir, |
| This is to notify you that our Firm/Company/Organization intends to submit a proposal in response to invitation for RfP No: |
| In accordance with the above we declare that: |
| a. We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment. |
| b. We are not blacklisted by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities. |
| Sincerely, |
| [BIDDER's NAME] |
| Name |
| Title |
| Signature |
| |
| |

PRE-CONTRACT INTEGRITY PACT

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

| RfP No | |
|--------------------------------|-------------|
| This Integrity Pact is made on | day of 2025 |
| BETWEEN: | |

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

AND:

Preamble

WHEREAS the Principal intends to award, under laid down organizational procedures, RFP/contract for...... (name of the Stores / equipment's / items). The principal, values full compliance

with all relevant laws of the land, regulations, economic use of resources and of fairness/transparency in its relations with its BIDDER(s).

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

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

NOW THEREFORE, IN CONSIDERATION OF MUTUAL COVENANTS STIPULATED IN THIS PACT THE PARTIES HEREBY AGREE AS FOLLOWS AND THIS PACT WITHNESSETH 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 IMSP / CONTRACTOR

- 2.1 The BIDDER(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the RFP process and during the execution of the contract.
- a. The BIDDER(s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the principal's employees involved in the RFP process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever (during the RFP process or during the execution of the contract.
- b. The BIDDER(s)/contractor(s) will not commit any offence under IPC/PC Act, further the BIDDER(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- c. The BIDDER(s)/Contractor(s) of foreign original shall disclose the name and address of the agents
- /Representatives in India, if any. Similarly, the BIDDER(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- d. The BIDDER(s) f Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- e. The BIDDER(s)/Contractor(s) will not bring any outside influence and Govt. bodies directly or indirectly on the bidding process in furtherance to his bid.
- f. The BIDDER(s)/Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

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

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

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

The BIDDER(s)/Contractor(s) with its free consent and without any influence agrees and undertakes to respect and uphold the principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on

any ground including the lack of any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.

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

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

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

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

SECTION 4 - PREVIOUS TRANSGRESSION

- 4.1 The BIDDER(s)/Contractor(s) declares that no previous transgression occurred in the last 3 years immediately before signing of this Integrity Pact with any other company in any country conforming to the anti- corruption/transparency International (TI) approach or with any other Public Sector Enterprises/Undertaking in India of any Government Department in India that could justify his exclusion from the RFP process.
- 4.2 If the BIDDER(s)/ Contractor(s) makes incorrect statement on this subject, he can be disqualified from the RFP process or action for his exclusion can be taken as mentioned under Section-3 of the above for transgressions of Section-2 of the above and shall be liable for compensation for damages as per Section-5 of this Pact.

SECTION 5 - COMPENSATION FOR DAMAGE

- 5.1 If the Principal has disqualified the BIDDER(s)/Contractor(s) from the RFP process prior to the award according to Section 3 the principal is entitled to forfeit the Earnest Money Deposit/Bid Security/ or demand and recover the damages 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 TREATEMENT 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.
- 62 The BIDDER(s)/Contractor(s) undertakes to get this Pact signed by its subcontractor(s)/subvendor(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-vendors / associates.

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

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

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

SECTION 8 - INDEPENDENT EXTERNAL MONITOR(S)

- 8.1The principal appoints competent and credible Independent External Monitor(s) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extend the parties comply with the obligations under this pact.
- 8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.
- 8.3 The BIDDER(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the principal including that provided by the BIDDER(s)/Contractor(s). The BIDDER(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents BIDDER(s)/Contractor(s) with confidentiality.
- 8.4The principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the BIDDER(s)/Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.
- 8.5 The Monitor will submit a written report to the Chairman & Managing Director of the Principal within...... to......weeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.6 If the Monitor has reported to the Chairman & Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director of the principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 8.7 The word 'Monitor' would include both singular and plural.
- 8.8 Details of the Independent External Monitor appointed by Principal at present is furnished below:

SECTION 9 - FACILITATION OF INVESTIGATION

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

SECTION 10 - LAW AND JURISDICTION

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

The actions stipulated in this Pact are without prejudice to any other legal action 10.2 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.
- Changes and supplements as well as termination notices need to be made in writing by both the parties. Side agreements have not been made.
- If the BIDDER(s)/Contractor(s) or a partnership, the pact must be signed by all 12.3 consortium members and partners.
- 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.
- Any disputes/ difference arising between the parties with regard to term of this Pact, any action taken by the principal in accordance with interpretation thereof shall not be subject to any Arbitration.
- 12. 6 The action stipulates in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

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

| For PRINCIPAL | For BIDDER(S)/CONTRACTOR(S) |
|---------------|-----------------------------|
| | |
| | |
| Name | Name |
| Designation. | Designation. |
| Witness: | Witness: |
| 1 | 1 |
| 2 | 2 |

FINANCIAL BID

| Name of the Bidder: M/s $_$ | |
|------------------------------|--|
| | |
| ITI RFP Ref No: | |

| Scope of Work | Bidders Quote (%) |
|--------------------------------------|-------------------|
| Percentage (%) margin of ITI against | |
| the total revenue generated from | |
| electricity sales by the 10 MW Solar | |
| Power Plant (SPP) at ITI Naini | |
| premises. | |

Note: Highest financial quote for ITI margin shall be preferred.

Name of Authorized Signatory:

Company Name & Seal:

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

| To, |
|--|
| · |
| Subject: Acceptance of Terms & Conditions of RfP |
| RfP Reference No: |
| Name of RfP /Work: |
| Dear Sir, |
| I (Name) have received the RfP reference no |
| I hereby certify that I have read the entire terms and conditions of the RfP documents from Page No to (including all documents like annexure(s), schedule(s), amendments and reference RfP etc.) which form part of the contract agreement and I shall abide here by the terms/conditions/ clauses contained therein. |
| The corrigendum(s) issued from time to time by your department/organization too has also been taken into consideration, while submitting this acceptance letter. |
| I hereby unconditionally accept the RfP conditions of above-mentioned RFP document(s)/corrigendum(s) in its totality/entirety. |
| I hereby unconditionally accept all the RfP conditions of ITI & |
| In case any provisions of this RfP are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this RfP/bid including the forfeiture of the full said earnest money deposit absolutely. Yours Faithfully, |
| |

(Signature of the Bidder, with Official Seal)

SITE VISIT REPORT LETTER

(To be submitted separately for each location on letterhead of bidder)

| | Date: |
|---|---|
| To, CM (P & BD) ITI Limited, Mirzapur Road, Naini Unit, Naini, Prayagraj-211010 | |
| Sub.: Setting-Up of 10.00 MW (AC) Ground Mounted Grid ITI Limited, Naini along with Identification/Selection of Sol | |
| Ref.: ITI's RfP No | |
| This has reference to above referred RfP of Setting-Up of 1 Connected Solar Power Plant at ITI Limited, Naini along with I Purchaser/s. | • |
| I / We hereby declare that we have visited site. | |
| "I/We have familiarized ourselves with the site conditions, the spen of the tender conditions. We have verified all the details necess issues undertaking the project and completing it within the stipular | sary to execute the project. We have no |
| Thanking you, | |
| Yours faithfully | |
| (Signature of Bidder) | (Signature ITI authorities) |
| Name of Bidder - | Designation |

LAPTOP SPECIFICATIONS (Make: Apple/Lenovo/Acer/Dell/HP/Asus)

| S.No. | LAPTOP DESCRIPTION | | |
|-------|--|----------------------------|-------------------------|
| | Parameter | In Windows | In MacBook |
| 1. | Processor Make | Intel Core i7 | Apple (M3 or better) |
| 2. | Processor Generation | 14 th | M4 chip or better |
| 3. | OPERATING SYSTEM | Windows 11 Professional | Mac OS Sonoma or better |
| 5. | Microsoft Office License Copy | OFFICE 16 & above | OFFICE 16 & above |
| 6. | RAM Size (GB) | ≥8 | ≥8 |
| 7. | Wireless Connectivity | Wi-Fi 6: 802.11ax | Wi-Fi 6: 802.11ax |
| 8. | Version of Bluetooth Available | 5.3 | 5.3 |
| 9. | Type of Drives used to populate the Internal Bays | SSD | SSD |
| 10. | Total SSD Capacity (GB) | ≥1024 | ≥500 |
| 11. | Display Size (Inch) | ≥14 | ≥14 |
| | Display Resolution (Pixels) | 1920x1080 | 2880*1864 |
| 12. | Webcam Resolution | HD | |
| 13. | Battery Type, Chemistry | Integrated, Li – ion | Integrated, Li – ion |
| 14. | Battery Backup Time (Hours) | ≥ 9 hr | ≥ 9 hr |
| 15. | Battery Warranty (Year) | 1 | 1 |
| 16. | On Site OEM Warranty (Year) (OEM/ Authorized channel partner shall note that W/G to be fulfilled by OEM at site) | 5 | 5 |
| 17 | Laptop Bag | 1no. | 1no |

Technical Specification for Printer (B&W)

| KeyFunctions | Print, Scan and Copy |
|-------------------------|--|
| Description | High productivity Color Multi-Function Centre with 2-Sided printing, Dual Band Wireless, Gigabit Ethernet connectivity |
| Print Speed (A4/Letter) | ≥25ppm |
| Print Resolution | ≥ 1200 x 1200 dpi |
| 2-Sided Feature | Automatic 2-Sided Printing |

CONNECTIVITY/NETWORKING

| Interface | USB 2.0, Gigabit Ethernet (10Base-T/100Base-TX/1000Base-T), Wi-Fi Direct, Dual Band Wireless LAN (2.4GHz/5.0GHz) |
|------------------------|--|
| Front USB Direct Print | Yes |
| Mobile Solutions | Print & Scan |
| Desktop Solutions | Print & Scan |
| Web Connect | Yes |

COPY FUNCTIONS

| Copy Speed (A4/Letter) | ≥ 25 cpm |
|-------------------------------|---------------------------|
| Copy Resolution | ≥ 600 x 600 dpi |
| Reduction / Enlargement Ratio | 25%-400% in 1% increments |

SCANFUNCTIONS

| Scan Technology | CIS |
|----------------------|--|
| Resolution (Optical) | ≥ 600 dpi |
| Scan-to Functions | SharePoint, E-mail, E-mail Server Image, OCR, File, FTP, FTPS, Network (Windows only), USB |

PAPER HANDLING

| Input Tray (Standard) | ≥ 250 Sheets |
|---------------------------------|---|
| Multi-purpose Tray/Manual Slot | 1Sheet |
| Automatic Document Feeder (ADF) | ≥ 50 Sheets |
| Media Size (Standard Tray) | A4,Letter,Legal,MexicanLegal,IndiaLegal,Executive,A5,A5LongEdge,A6,JISB5, A4Short(270mm),Folio,16K (195x270mm) |

OTHERS

| Oluek2 | |
|-------------------|---|
| Memory | 512MB |
| OS Compatibility | Windows: Win10,11/Server2012/2012R2/2016/2019/2022Linux: CUPS,LPD/LPRng (x86/x64 environment) |
| Security Features | Setting Lock, Secure Function Lock, Secure Print, Active Directory, LDAP |
| Power Source | 220-240V AC 50/60Hz |
| | |

Annexure-XII

| reclinical specification for rimiter (color) | |
|--|--|
| KeyFunctions | Print, Scan and Copy |
| Description | High productivity Color Multi-Function Centre with 2-Sided printing, Dual Band Wireless, Gigabit Ethernet connectivity |
| Print Speed (A4/Letter) | ≥26ppm |
| Print Resolution | ≥600 x 2,400 dpi |
| 2-Sided Feature | Automatic 2-Sided Printing |

CONNECTIVITY/NETWORKING

| Interface | USB 2.0, Gigabit Ethernet (10Base-T/100Base-TX/1000Base-T), Wi-Fi Direct, Dual Band Wireless LAN (2.4GHz/5.0GHz) |
|------------------------|--|
| Front USB Direct Print | Yes |
| Mobile Solutions | Print & Scan |
| Desktop Solutions | Print & Scan |
| Web Connect | Yes |

COPY FUNCTIONS

| Copy Speed (A4/Letter) | ≥ 26 cpm |
|-------------------------------|---------------------------|
| Copy Resolution | ≥ 600 x 600 dpi |
| Reduction / Enlargement Ratio | 25%-400% in 1% increments |

SCANFUNCTIONS

| Scan Speed (Mono/Color) | 27/21ipm(A4)29/22ipm(LTR) |
|---------------------------|--|
| Scan Technology | CIS |
| Resolution (Optical) | ≥ 1,200 x1,200 dpi |
| Resolution (Interpolated) | ≥ 19,200 x 19,200 dpi |
| Scan-to Functions | SharePoint, E-mail, E-mail Server Image, OCR, File, FTP, FTPS, Network (Windows only), USB |

PAPER HANDLING

| Input Tray (Standard) | ≥ 250 Sheets |
|---------------------------------|---|
| Multi-purpose Tray/Manual Slot | 1Sheet |
| Automatic Document Feeder (ADF) | 50 Sheets |
| Media Size (Standard Tray) | A4,Letter,Legal,MexicanLegal,IndiaLegal,Executive,A5,A5LongEdge,A6,JISB5, A4Short(270mm),Folio,16K(195x270mm) |

OTHERS

| OTHER? | |
|-------------------|---|
| Memory | 512MB |
| OS Compatibility | Windows: Win10,11/Server2012/2012R2/2016/2019/2022Linux: CUPS,LPD/LPRng (x86/x64 environment) |
| Security Features | Setting Lock, Secure Function Lock, Secure Print, Active Directory, LDAP |
| Power Source | 220-240V AC 50/60Hz |
| | |

TERMINATION

ITI Ltd has various clauses for termination as under:

| S. No. | Details for Termination |
|--------|--|
| | Termination for non-performance (not meeting SLA) |
| | ITI Ltd may, without prejudice to any other remedy for breach of contract by giving written notice of 30 days to the BIDDER, terminate the contract in whole or part |
| | a) If the BIDDER fails to deliver any or all of the services within the period(s) specified in the contract or within any extension thereof granted by the ITI Ltd pursuant to conditions of contractor |
| 1 | b) The Selected BIDDER breaches its obligations under the scope document or the subsequent agreement and if the breach is not cured within 30 days from the date of notice OR |
| | c) Serious discrepancy or demonstrable deterioration in the quality of service expected during the implementation, rollout and subsequent maintenance process OR |
| | d) There has been a breach of confidentiality to the interest of ITI Ltd. Decision of ITI Ltd in this connection shall be final and binding on the successful BIDDER. |
| | e) The Selected BIDDER (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved. |
| | Termination for Insolvency |
| 2 | ITI Ltd may at any time terminate the Contract by giving written notice of 30 days to the BIDDER, if the BIDDER becomes bankrupt or otherwise insolvent. In this event termination will be without compensation to the BIDDER, provided that such termination will not prejudice or affect any right of action or remedy, which has occurred or will accrue thereafter to the ITI Ltd. |
| | Termination for the convenience of ITI Ltd |
| 3 | The ITI Ltd may, at any point during the currency of this contract may terminate the contract by giving 30 days advance notice to the BIDDERs without assigning whatsoever reason. In this event, termination will be with compensation for the expenses made till that point for enabling ITI RFP by BIDDER. In case termination is due to delay of milestones beyond reasonable limits from vendor, in spite of repeated reminders, ITI may decide not to compensate. |