

- g) The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- h) The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- i) The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- j) The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- k) The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- l) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- m) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### 4 Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any 'corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## 5 Sanctions for Violations

5.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- a) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- b) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- c) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission.
- d) To recover all sums paid in violation of this Pact by the BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

5.2 The BUYER will be entitled to take all or any of the actions mentioned above, also on the Commission by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## 6 Independent Monitors

6.1 The BUYER appoints Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.

- 6.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 6.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 6.4 Both the parties accept that the Monitor have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 6.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 6.6 The BIDDER(s) accept(s) that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER with confidentiality.
- 6.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 6.8 The Monitor will submit a written report to the designated Authority of BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## 7 Facilitation of Investigation

- 7.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

## 8 Law and Place of Jurisdiction

- 8.1 This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

9 Other Legal Actions

9.1 The actions stipulated 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.

10 Validity

10.1 The validity of this Integrity Pact shall be from date of its signing and extend up to the contract period with the BUYER in case a contract is signed. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

11 The parties hereby sign this Integrity Pact.

BUYER

BIDDER

Name of the Officer.:

Designation :

ITI Limited

Nain Plant

Mirzapure Road

Naini,

Allahabad -211010

Uttar Pradesh

Place:

Allahabad

Place:

Date:

Witness:

1. ....

2. ....

1. ....

2. ....

<b>TECHNICAL SPECIFICATIONS</b>	
INPUT SOURCE TECHNOLOGY	LED
CLASS	A+A+A+ or better
SUITABLE WITH NO. OF BUS BAR	TESTING CAPABILITY TEST 5BB TO 12BB SOLAR CELL,WITHOUT ANY H/W & S/W UPGRADATION EXCEPT THE TEST KIT
Kit For Testing	5 BB
SUITABLE WITH TYPE OF SOLAR CELL	BACK CONTACT POLY/MONO PERC (Compatible with CUT & FULL CELLS)
COMPATIBLE WITH CUT CELL	25%,33%,40%,50%,60%,67% &75 % of Full cell in 5BB
THROUGHPUT (TYPICAL CYCLE TIME)	≤8 sec
SPECTRUM	AM 1.5
	300nm - 1200nm
	±8% (Class A+)
IRRADIANCE STABILITY	±0.13% or better
IRRADIANCE UNIFORMITY	±1% or better
LED LIFETIME	≥50 Million pulses
LIGHT INTENSITY	300-1200W/m2(Typical)
MEASUREMENT DURATION	Standard pulse: from 100ms up to 5sec
I-V RESOLUTION REPETABILITY	From 100 to 500 points per I-V curve
MEASUREMENT REPETABILITY	≥99.5%
CURRENT MEASUREMENTS	0.5-20 A ( resolution 1mA)
VOLTAGE MEASUREMENTS	0~100V ( resolution 1mV)
OPERATION TEMPERATURE	17-35°C
OPERATION VOLTAGE	220-240 V , 50Hz
TEST PARAMETERS	Isc, Voc, Pmax, Vm, Im, FF, Efficiency, Temp, Rs, Rsh
CALIBRATION	TVU , UL or any authorised agencies
SOLAR CELL LOADING/UNLOADING CAPACITY	Automatic
MEASUREMENT ACCURACY	0.02%+1 Digit
Work station with software	The Solar cell testing machine shall have integrated workstation with required licenced software for operation/maintenance & configuration of the machine.
UPS	Cell tester machine will be driven on UPS.The UPS shall be branded & of reputed make of minimum 2KW capacity suitable for driving the offered solar cell testing machine.The minimum backup time of the UPS shall be of 02 hours with full load of Cell tester machine. Locally assembled UPS is not acceptable.
<b>General terms &amp; conditions</b>	
<ol style="list-style-type: none"> <li>1. The offer should be restricted only to appropriate product/Combination that meets the specifications.</li> <li>2. Safety feature should be incorporated for safety of operator and the machine.</li> <li>3. Product catalogue and relevant literature of the Equipment offered must be submitted along with the offer.</li> <li>4. OEM must guarantee for Service/ Support (by Indian Agent or directiy) including spares for ten years.</li> <li>5. Party must provide calibration certificate,user manual, maintenance manual &amp; list of critical spares.</li> <li>6. Critical spare to be supplied along with the machine.</li> <li>7. Party must quote price of commercially available Multi BB Kit(from 6 BB to 12BB).</li> <li>8. Compliance statement against each parameter of the technical specification and general condition must be attached along with technical bid.</li> </ol>	
<b>Warranty :</b>	
a) The complete system must be offered with 2 years warranty including spares & consumables.All breakdown/faults must be attended & resolved within 48 hours from the date/time of the reporting during warranty period.	