



EXPRESSION OF INTEREST (EOI)

FOR SELECTION OF A CONSULTANT FOR THE ESTABLISHMENT AND COMMISSIONING OF A SOLAR MODULE MANUFACTURING PLANT AT ITI LIMITED, NAINI, AND RELATED OPERATIONS.

EOI Enquiry No.: ITI/NNI/BD/SML/2025/01 **Dated:** 03rd September, 2025

Chief Manager- P & BD ITI Limited, Naini Mirzapur Road, Naini, Prayagraj – 211010 (UP) INDIA, Ph: 6307182604/9450605406

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





Short Expression of Interest (EOI)

EOI Enquiry No.: ITI/NNI/BD/SML/2025/01 **Dated:** 03rd September, 2025

ITI Limited invites Expression of Interest (EOI) for Selection of a Consultant for the Establishment and Commissioning of a Solar Module Manufacturing Plant at ITI Limited, Naini, and related operations as per specification given in Scope of Work of Bid Document.

Scope of Work	Selection of a Consultant for the Establishment and
	Commissioning of a Solar Module Manufacturing Plant at ITI
	Limited, Naini, and related operations as per specification given
	in Scope of Work of Bid Document.
Tender Fees (Rs)	Rs. 5000.00
Earnest Money Deposit	1.00 Lakh
(Rs)	

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

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

Beneficiary Name : ITI Limited, Naini
 Account Number/IBAN : 43069550659
 IFSC Code : SBIN0003486

• Beneficiary Bank Name : State Bank of India

Beneficiary Bank Address: ITI Complex, Naini, Mirzapur Road, Naini,

Prayagraj – 211010 (UP) INDIA

For ITI LIMITED
Chief Manager- P & BD

Important dates

Date of Issue/Publishing	03/09/2025 (17:00 Hrs)
Last date of receipt of Clarification	08/09/2025 (17:00 Hrs)
Last Date and Time for Submission of Bid	18/09/2025 (10:00 Hrs)
Date and Time of Opening of Technical Bid	18/09/2025 (10:30 Hrs)
Date and Time of Opening of Financial Bid	Will be intimated to technically qualified bidders

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

Asst. Manager – Business Development ITI Limited, Naini Mirzapur Road, Naini, Prayagraj – 211010 (UP) INDIA, Ph: 6394793179

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

INTRODUCTION

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

Objective/Purpose

The purpose of this Short Expression of Interest is for Selection of a Consultant for the Establishment and Commissioning of a Solar Module Manufacturing Plant at ITI Limited, Naini, and related operations as per specification given in Scope of Work of Bid Document. The scope of work is included following activities: -

- 1. Establishment of a Solar Module Manufacturing Line including up to six months of operational support, assistance in pursuing new business opportunities, and help with obtaining necessary certifications, under two possible ownership models outlined below.
- 2. Optimization of Bill of Materials (BoM) pricing to align with current solar market rates.

The detailed scope of work is as follows: -

The selected Consultant shall provide end-to-end strategic advisory support to ITI Limited in evaluating and initiating the investment in a solar module manufacturing plant under one of two possible ownership models:

- (a) 100 % ITI-owned (self-development), or
- (b) a PPP/co-investor model.

ITI will award the work order for only one of these models.

The scope will include, but not be limited to, the following activities:

Strategic Assessment & Business Model Evaluation

- Analyze global and Indian market trends in solar module manufacturing (demand, supply chain, competitors, policy drivers).
- Recommend an **appropriate plant size** (capacity range 500 MW 1 GW) and **location strategy**, considering land, utilities, logistics, market access, and policy incentives.
- Evaluate the **two development models** (assessment of financial implications, sizing, and technology choice, investor structuring, potential co-investment opportunities, and operational/marketing efficiency):
- o 100% ITI-owned
- o PPP model
- Provide a **high-level financial viability comparison** between the two models (CAPEX, OPEX, IRR, sensitivity scenarios).

Stakeholder Engagement

- Conduct a **Strategy Workshop** with up to 3 Strategic Business Units (SBUs) of ITI Limited (inside ITI premises) to select the most suitable model.
- Facilitate **one Risk Assessment Workshop** at ITI office and prepare a **Risk Register** with identified risks, likelihood, impacts, and mitigation strategies.
- Conduct an **anonymous survey** (internal ITI employees) as supplementary input for risk analysis.

PPP Model Support (if chosen)

- Prepare and float an **Expression of Interest (EOI) for prospective investors** within 45 days along with an indicative business plan.
- Support ITI in conducting **market sounding** to gauge investor interest.
- Shortlist potential investors for further due diligence (shareholder agreement not in scope).

Self-Development Model Support (if chosen)

- Prepare and float an **EOI** for technology providers (cell-to-module assembly line only, latest technologies like TopCon, HJT, bifacial, etc.) within 60 days.
- Assess and shortlist technology providers.

Deliverables

- **Inception Report** (within 2 weeks): Approach, timeline, detailed work plan.
- **Strategy & Options Paper**: Comparative analysis of PPP vs Self-development.
- **Workshop Outputs**: Presentations, survey results, risk register.
- **EOI Documents** (for investors or technology providers).

Final Report: Summary of findings, shortlisted investors/technology providers, and strategic roadmap.

Earnest Money Deposit (EMD)

The EMD amount of **Rs. 100000.00 (Rs. One Lakhs only)** shall be submitted by the bidder along with the bid. No interest shall be payable on the EMD. Photocopy of EMD must be submitted separately. The validity of EMD shall be for a period of six months from the Bid Deadline. The EMD amount of successful bidder may be converted to Performance Security/ Security Deposit at the time of placement of Purchase Order. EMD must be submitted in the form of DD/RTGS/NEFT/BG. The DD/Bank Guarantee must be in favor of "ITI Limited, Naini", payable at Prayagraj.

Exemption from submission of EMD: No bidder is exempted to submit EMD amount.

Performance Security

The successful bidder who will be selected, shall have to furnish a security amount equivalent to 5% of total value of the work order valid for a period of 9 months from the date of work order. The Performance Security shall be deposited in shape of Demand Draft or Bank Guarantee and shall be returned after the performance warranty period is over. The said amount may be forfeited partially or fully for failure to fulfill the terms and conditions of agreement. The Bank Guarantee should be enforceable and payable at the place mentioned in the EOI. No interest will be accrued on the Performance security amount.

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

EOI Type: Two Bid System

Bids are to be submitted in two parts namely:

(1) Technical Bid and

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(2)) Financial Bid.	
The financial bids of only those bidders will be opened who are technically qualified.	
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ELIGIBILITY CONDITIONS

Bidder shall fulfill following Minimum Eligibility Conditions: -

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

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

The Bidder should be either a body incorporated in India under the Limited Liability Partnership Act, 2008: and engaged in the business of Solar Power/Renewable Energy/Electrical works.

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

The Bidder should be a firm registered under Partnership Act, 1932 in India and engaged in the business of Solar Power/Renewable Energy/Electrical works.

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

The Bidder should be a firm registered as Sole Proprietor under Shop Act in India and engaged in the business of Solar Power/Renewable Energy/Electrical works.

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

Experience

Successful preparation of, One DPR each of Solar work not less than Rs 10 Crs with cumulative cost of DPRs costing not less than Rs 200 Crs. in last 7 years.

(A copy of Work orders/PO must be enclosed)

Overall Average Annual Turnover

- 1. Bidder(s) should have **Positive (+ve)** Net worth at the close of the preceding financial year. (Auditor's certificate shall be submitted for the same).
- 2. Bidder should have Minimum Average Annual Turnover (MAAT) of **Rs. 20.0 Cr.** in last 3 financial years.

(The bidder should submit Audited Financial Statement for last 3 years to this effect (unaudited balance sheet of FY 2024-25, in case it is not-audited).

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

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

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

Selection Procedure: -

The selection of the successful bidder shall be made based **on** QCBS Method — **with** 70% weightage to Technical Score and 30% weightage to Financial Score.

Overall Weightage:

Technical Proposal: 70% (Ti) Financial Proposal: 30% (Fi)

The final score shall be calculated using the following formula: **Final Score = Ti + Fi**

Technical Evaluation (70 Marks)

A. Approach & Methodology (30 Marks)

- Understanding of ITI's mandate and solar manufacturing ecosystem
- Proposed approach for evaluating 100% ownership vs PPP
- Methodology for sizing, technology selection, and location strategy
- · Risk assessment framework, workshops, and employee survey design
- Deliverable quality, timelines, and team coordination plan

B. Team Composition & Key CVs (20 Marks)

- Team Leader (bachelor's in engineering; 20+ years in power sector) 8 Marks
- Expert 1 (master's degree in management with bachelor's in engineering; 10+ years in solar power sector with at least 2 PPP project experiences) 7 Marks
- Expert 2 (5+ years in power sector, B.Tech Electrical/Electronics/Mechanical) 5 Marks

C. Firm's Credentials (20 Marks)

- Annual turnover (average of last 3 years) ≥ ₹50 Cr (minimum qualifying); 100 Cr = full marks 5 Marks
 - o ₹50 Cr 1 Marks
 - o ₹60 Cr 2 Marks
 - o ₹75 Cr 3 Marks
 - o ₹90 Cr 4 Marks
 - o ₹100 Cr 5 Marks
- Experience in management consulting (3 yrs minimum; 5 yrs = full marks) 3 Marks
 - o 3 years 1 Marks
 - o 4 years 2 Marks
 - o 5 years 3 Marks
- Experience in solar power sector (3 engagements/ projects = full marks) 4 Marks
 - o 1 project 1 Marks
 - o 2 projects 2 Marks
 - o 3 projects 4 Marks
- Experience in financial modelling (3 projects = full marks) 3 Marks (can be common with above projects)
 - o 1 project 1 Marks
 - o 2 projects 2 Marks
 - o 3 projects 3 Marks
- Experience with state/central governments (5 projects = full marks) 3 Marks
 - o 3 project 1 Marks
 - o 4 projects 2 Marks
 - o 5 projects 3 Marks
- Experience in monitoring & evaluation (≥3 assignments = full marks) 2 Marks
 - o 1 project 0 Marks
 - o 2 projects 1 Marks
 - o 3 projects 2 Marks

Minimum Technical Score to Qualify: 50/70

Financial Evaluation (30 Marks)

- Lowest priced bid gets 30 marks.
- Other bids scored proportionately as per formula:
 - o Financial Score = (L1 Price / Bidder's Price) × 30

Final Score (100 Marks)

• Final Score = Technical Score × 0.7 + Financial Score × 0.3

Payment Terms

- No advance payment shall be made.
- The payment to the selected bidder shall be made by ITI Limited, Naini **over the period of the contract,** subject to the completion of deliverables, submission of required documentation, and certification by the competent authority.

Training

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

Contractual Period

The successful Bidder shall so organize his resources and perform his work as to complete it not later than the date agreed to. Failing which LD will be applicable. LD would be upto 10% of the contract value charged at 0.5% per week for the delay would be deducted concerning to the reasons solely responsible by the contractor.

Extension of Contract

Contract will be extended as the customer extend the contract period.

Cost of Bidding:

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

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

General Conditions

- 1. The bidder shall submit clause by clause compliance to the technical specification as per BOO.
- 2. Bidder should have to submit make/model list with its proposal as per BOQ.
- 3. The bidder should be an ISO 9001:2015 accredited company.
- 4. **EOI Acceptance Letter:** Bidder should submit unconditional acceptance of all terms & conditions of the EOI document on company's/firm letter head duly signed & stamped by the authorized signatory.
- 5. Bidder should Sign & Stamped on each page of EOI.
- 6. No deviation certificate has to be submitted by the party mentioning that "we meet all Technical & commercial Specifications of the EOI" and there shall be no deviation. Party has to submit the aforementioned certificate along with the offer.
- 7. Quotations shall be liable to be rejected if there is/are any deviation(s) from the specifications.
- 8. Escalation in price (except where price variation clause is applicable), deviation from delivery schedule, terms and conditions will not be permitted in your quotation. Statutory Taxes & Duties should be shown separately from the price.
- 9. Catalogue, literature, specification details should accompany the quotation. Incomplete quotations are liable to be rejected.
- 10. Any deviations whether technical or commercial stated anywhere in the bid shall not be taken into account and may render the bid non-responsible and liable to be rejected.
- 11. Vendor Profile should be submitted along with the bid.
- 12.Quotation/offer shall be submitted only through online copy within the bid submission last date.
- 13.ITI reserves the right to suspend or cancel the EOI process at any stage, to accept, or reject any or all offers at any stage of the process and / or to modify process, or any part thereof, at any time without assigning reason, any obligation or liability whatsoever.
- 14. During the evaluation of EoI, if ITI requires any clarifications, the Bidder should be ready to give clarifications for any part of the offer against this EoI to ITI to complete the evaluation.
- 15.Bidder must submit the signed integrity pact along with the techno commercial bid. (Format Attached at Annexure-I)

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)

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

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

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.

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

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

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

Note: In case there are any clarifications on this notification, please contact Asst. Manager- Tech. Support, e-mail: pradeep_nni@itiltd.co.in. All clarifications shall be asked through e-mail only.

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 EOI.
- 3. Signed EOI acceptance letter.
- 4. Signed Pre-Integrity Pact.

Other Important Terms & Conditions:

- 1. Only the successful bidder will be informed of being the highest scorer as per the QCBS criteria.
- 2. ITI shall have the right to appropriate the outstanding amount, if any, recoverable from the vendor/contractor/bidder, under any other contract, from the payment under this contract, to be made by ITI.
- 3. 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.

Award of Contract:

Bidder scoring the highest combined score (in QCBS) shall be declared as the successful bidder. The Financial Bid format is enclosed.

Annexure-I

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

Annexure-II

Bidders Profile

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

Annexure-III

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

To,	
·	
Subject: Acceptance of Terms & Conditions of EOI.	
EOI Reference No:	
Name of EOI/Work:	
Dear Sir,	
I (Name) for mentioned workfrom the website/email.	
I hereby certify that I have read the entire terms and conditions of documents from Page Noto (Including all documents like ann schedule(s), amendments and reference EOI etc.) which form part of the agreement and I shall abide here by the terms/conditions/clauses contherein.	exure(s), contract
The corrigendum(s) issued from time to time by your department/orgatoo has also been taken into consideration, while submitting this accepted.	
hereby unconditionally accept the EOI conditions of above mention document(s)/corrigendum(s) in its totality/entirety.	ned EOI
I hereby unconditionally accept all the EOI conditions of ITI &	 entirety.
In case any provisions of this EOI are found violated, the	en your
department/organization shall without prejudice to any other right or	remedy
beat liberty to reject this EOI/bid including the forfeiture of the full said	l earnest
money deposit absolutely.	
Yours Faithfully,	

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

Date:

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

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

Yours faithfully,

Enclosed: Power of Attorney/Authorization letter

Declaration for non-blacklisting

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

Date:

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

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

person

Full Name & Designation:

Company's Seal:

Annexure -VI

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

						Date:	
	То,						
_							
-							
-							
	Sub: (PBG)	Declaration	n for Willingn	iess to sub	mit Performance	Bank Gı	ıarantee
	EOI Refe	erence No: _					
	Name of	EOI/Work:					
	Dear Sir,						
	I/We	hereby	declare	that	M/s	•••••	Address
	•••••	• • • • • • • • • • • • • • • • • • • •		will subn	nit the required F	BG amou	nt at the
	time of Sel	ection.					
	Date:						
	Place:				Signature	of author	rized
	person						
	Full Name	& Designati	ion:				
	Company's	s Seal:					
	N.B: The a	above declara	ation, duly sig	ned and sea	aled by the author	rized signa	itory of
			ne enclosed wi		-	_	-

Annexure -VII

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

To,	Date:
Subject: Acceptance of Terms & Conditions of EOI	
EOI Reference No: Name of EOI/Work:	
Dear Sir,	
I (Name) have received the EOI reference not mentioned work from the website/email.	for
I hereby certify that I have read the entire terms and condit	ions of the EOI documents
from Page No to (including all annexure(s), schedule(s),	documents like
amendments and reference EOI etc.) which form part of the shall abide here by the terms/conditions/ clauses contained there	_
The corrigendum(s) issued from time to time by your department been taken into consideration, while submitting this acceptance	, -
I hereby unconditionally accept the EOI conditions document(s)/corrigendum(s) in its totality/entirety.	of above mentioned EOI
I hereby unconditionally accept all the EOI conditions of	ITI &_ (Customer Name)
EOI document /corrigendum(s) in its totality/ entirety.	
In case any provisions of this EOI are found violated, then your d	epartment/organization shall
without prejudice to any other right or remedy be at liberty to	reject this EOI/bid including
the forfeiture of the full said earnest money deposit absolutely.	
Yours Faithfully,	
(Signature of the Bidder, with Official Seal)	

	ITI LIMITED		
	Financial Bid Proforma for quoting the rates		
	Quotation No. / Date		
	EoI/TENDER Ref. No.		
	Name of Work		
	Name of Bidder		
S. No.	Description	Quoted Amount inclusive of all (Rs)	
1	Establishment of a Solar Module Manufacturing Line including up to six months of operational support, assistance in pursuing new business opportunities, and help with obtaining necessary certifications, under two possible ownership models outlined below:		
A	End-to-end strategic advisory support to ITI Limited for evaluating and initiating investment in a solar module manufacturing plant under 100% ITI-owned.		
В	End-to-end strategic advisory support to ITI Limited for evaluating and initiating investment in a solar module manufacturing plant under PPP / Co-investor model.		
2	Optimization of Bill of Materials (BoM) pricing to align with current solar market rates.		

^{*} The bidder offering the lowest amount for each of Serial Nos. 1A, 1B, and 2 shall be declared the successful bidder. However, ITI will issue only one work order between Serial Nos. 1A and 1B.

** However, the awarding of a work order for each serial number falls under the purview of ITI Limited.

Note: No color cells should be left blank.

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

PRE-CONTRACT INTEGRITY PACT

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

TENDER/EoI No
This Integrity Pact is made onday of2025
BETWEEN:
ITI Limited,
AND:
M/s

Preamble

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

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

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

NOW THEREFORE, IN CONSIDERATION OF MUTUAL COVENANTS STIPULATED IN THIS PACT THE PARTIES HEREBY AGREE AS FOLLOWS AND THIS PACT 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 TENDER for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.
- b. The Principal will, during the TENDER process treat all BIDDER(s) with equity and reason. The Principal will in particular, before and during the TENDER process, provide to all BIDDER(s) the same information and will not provide to any BIDDER(s) confidential/ additional information through which the BIDDER(s) could obtain an advantage in relation to the TENDER process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons. If the principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC 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 TENDER process and during the execution of the contract.
- a. The BIDDER(s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the TENDER process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever (during the TENDER process or during the execution of the contract.
- b. The BIDDER(s)/contractor(s) will not commit any offence under IPC/PC Act, further the BIDDER(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- c. The BIDDER(s)/Contractor(s) of foreign 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 TENDER PROCESS & EXCLUSION FROM FUTURE CONTRACTS

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

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

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

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

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

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

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

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

SECTION 4 – PREVIOUS TRANSGRESSION

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

SECTION 5 – COMPENSATION FOR DAMAGE

- 5.1 If the Principal has disqualified the BIDDER(s)/Contractor(s) from the TENDER process prior to the award according to Section 3 the Principal is entitled to forfeit the Earnest Money Deposit/Bid Security/ or demand and recover the damages 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)/sub- vendor(s)/ associate(s), if spy, and to submit the same to the Principal along with the TENDER document/contract before signing the contract. The BIDDER(s)/Contractor(s) shall be responsible for any violation(s) of the provisions laid down in the Integrity Pact Agreement by any of its subcontractors/ sub-vendors / associates.
- 63 The Principal will disqualify from the TENDER process all IMSPs who do not sign this Integrity Pact or violate its provisions.

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

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

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

- 8.1 The Principal appoints competent and credible Independent External Monitor(s) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what 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.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the BIDDER(s)/Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.
- 8.6 If the Monitor has reported to the Chairman & Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director of the principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 8.7 The word 'Monitor' would include both singular and plural.
- 8.8 Details of the Independent External Monitor appointed by Principal at present is furnished below:

SECTION 9 - FACILITATION OF INVESTIGATION

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

SECTION 10 - LAW AND JURISDICTION

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

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

For PRINCIPAL

- 12.1 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate office of the Principal at Bengaluru.
- 12.2 Changes and supplements as well as termination notices need to be made in writing by both the parties. Side agreements have not been made.
- 12.3 If the BIDDER(s)/Contractor(s) or a partnership, the pact must be signed by all consortium members and partners.
- 12.4 Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 12.5 Any disputes/ difference arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with interpretation thereof shall not be subject to any Arbitration.
- 12. 6 The action stipulates in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

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

For BIDDER(S)/CONTRACTOR(S)

Torrentental	
Name Designation.	Name Designation.
Witness:	
1	1
2	2