



**ITI LIMITED**  
**(A Govt. of India Undertaking)**  
**III rd Floor, Panagal Building,**  
**No:1 Jeenis Road, Saidapet,**  
**Chennai-600 015, Tamil Nadu**  
**Ph: 044-24361971 Fax: 044-24350848**  
**Email: rajan\_rochn@itilttd.co.in**

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**Ref: SR/P/S/EoI-05/2019-20**

**Date:10.05.2019**

### **Introduction**

We ITI Limited, A Central Public Sector Undertaking coming under the Department of Telecommunication in the Ministry of IT and Communications. We were the pioneers in Telecom industry in India and diversified our product line to meet the vision of “Digital India” of our Hon’ble Prime Minister. ITI has brought all the diversification under ICT/IoT/IT to meet the objective.

ITI is having 6 manufacturing plants spread across India for manufacturing various ICT products and continuous R&D in the secure transmission and storage of precious Data. ITI is being executing various projects for Defense, BSNL, MTNL financial Institutions and major MNCs in secure data transmission and storage. ITI is having Regional Offices in pan India for marketing and after sales support for the products. Identifying customer needs and providing apt solution in convenient price along with customer satisfaction is prime motto of ITI.

### **NOTICE INVITING EOI FOR Selection of Business Associate for Supply of VRLA Batteries of various capacities.**

ITI Limited would like to address end customer tender as lead bidder and invites Expression of Interest (EOI) from eligible bidders as a business associate to address the bid.

### **Confidentiality**

All information contained herein and the enclosures are confidential information. By accepting this material, the recipient bidder agrees that the information will be held in confidence and will not be reproduced, disclosed or used in whole or in part without Prior permission of ITI, Similarly, ITI will not divulge any information contained the offers of the bidders without their consent.

ITI will evaluate the EOI based on the set criteria and will choose to short list qualified bidders. Only the eligible would then be invited by the ITI for further discussion.

Interested System Integrator/Vendors who wish to respond may kindly be submit the following details along with the required supporting documents.

**Due Date for Submission of EOI is: 17.05.2019 at 3.00PM.**

**Bids will be opened on 18.05.2019 at 11.00 AM.**

<b>A</b>	<b>Technical Bid</b>	
<b>1</b>	<b>Scope of Work</b>	<p><b>Supply of VRLA batteries of various capacities complying to latest TEC specification.</b></p> <p>Valid TEC certificate has to be enclosed along with the tender.</p>
<b>2(i)</b>	<b>Eligibility Criteria of Applicants</b>	
	A.	The bidder must be a single legal entity registered in India under the Company Act, 1956 and should be operating in India for the last three years as on 31/03/2018.
	B.	Undertaking for willingness to work with ITI as per customer tender/EOI etc. terms and conditions.
	C.	<p>The Bidder must have average annual turnover for the last three years (FY 16-17, FY 17-18, FY 18-19) should be minimum INR 50Cr in their chosen field</p> <p>Documentary Proof: - CA certificate stating the overall turnover details and turnover from Network/Telecom/ICT/IT Infrastructure projects for the last three years (FY 16-17, FY 17-18, FY 18-19) with name, seal and registration number of CA - Audited Balance Sheets and Profit &amp; Loss Statements for the (FY 16-17, FY 17-18, FY 18-19) - In case audited financial statements for FY 18-19 is not available, Bidder can submit audited financial statements for (FY 15-16, FY 16-17, FY 17-18)</p>
	D.	The Bidder should have completed <b>Similar works</b> to any State / Central Government departments / Defense in the last three years. <b>Documentary proof of the same should be enclosed.</b>
	E.	The bidder should have Pan India presence preferably in South India and willing to work with ITI in PAN India on requirement.
	F.	Should have a positive net worth per the last audited Financial Year.
	G.	NA
	H.	Copies of Certificate of Incorporation, along with Articles of Memorandum of Association of the company(s) and Copies of GST registration shall be submitted as part of Eol.

	I.	Bidder / OEM should not be blacklisted in India / ineligible to participate for bidding by any State / Central Govt. departments / PSU / Autonomous Body due to unsatisfactory performance, breach of general or specific instructions, corrupt / fraudulent or any other unethical business practices or barred from participating in government project(s) due to security reasons as on submission of EOI proposal. <b>Self-declaration by the bidder has to be submitted.</b>		
	J.	Should possess Certifications valid at the time of Bidding: • ISO 9001:2000 or higher Relevant test certificates, security standard certificates, etc., to be furnished.		
	K.	Undertaking expressing willingness to sign MOU with ITI		
	L.	Undertaking to <b>submit EMD</b> (while submitting the bid to the customer) of ----- (towards bid security paid Electronically through internet banking/Demand Draft from any Nationalized Bank.), cost of the tender document ----- & Performance Bank Guarantee (..... % of contract value) to customer/ITI (as decided by ITI) as per Customer Tender terms & conditions. Where ITI is exempted from providing EMD & PBG or allowed to submit Corporate Guarantee in place of Bank Guarantee to customer, bidder has to provide EMD (while submitting the bid to the customer) & PBG to ITI as per customer tender terms		
	M.	Successful bidder has to pay one-time registration fee of Rs.10,000/- to ITI Limited Chennai on selection for empanelment.		
<b>2(ii)</b>	<b>Checklist of documents/information to be submitted:</b>			
			<b>Submitted Yes / No</b>	<b>Page No.</b>
	a.	Company Profile		
	b.	Certificate of Incorporation		
	c.	Memorandum & Articles of Association		
	d.	Audited financial statements for the last 3 years 2016-17, 2017-18, 2018-19 and CA certificate as per 2(i)C		
	e.	Positive Net Worth Certificate.		
	f.	Quality certificate like ISO 9001:2008/ISO 9001:2015, ISO 20000:2011, ISO 27001:2013 and CMMi certificate etc.		
	g.	Undertaking as per clauses 2(i) B, I, K & L in company letterhead		
	h.	GST Registration Certificate.		
	i.	Copy of PAN Card		
	j.	CIN (Corporate Identity Number), if applicable		
	k.	Authorization letter in the company letterhead authorizing the person signing the bid for this EOI and Power of Attorney (POA)		
	l.	Undertaking in letter head to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc.		
	m.	Bidders Details as per Annexure I		

	n.	Clause by clause compliance of EOI terms with references to supporting documents as per Annexure II		
	o.	Pre-Contract Integrity Pact as per Annexure-III		
	p.	Supporting documents as per 2(i) D, E		
<b>B</b>	<b>Financial Bid</b>			
	[1]	Consolidated Margin Offered (Scope of work is as per the customer tender) in percentage (%) on ITI billing value (Excluding Taxes) to be submitted separately in sealed cover.		
	[2]	Estimated bid value in INR		

**Note:**

1. For tenders involving ITI manufacturing products, ITI will provide the required quotes etc.
2. ITI reserves the right to undertake the supplies up to 50% of the order quantity.
3. ITI reserves the right to undertake services likes installation and commissioning activities, Annual Maintenance Contract (AMC) etc. up to 50%.
4. ITI reserves the rights to split the balance orders (after taking out the ITI portion) in 70%: 30% ratio between H1 and H2 (Highest margin bidders) for speeding up the work, provided H2 bidder matches H1 margins offered, and wherever technically feasible.
5. All activities like Proof of concept on “No Cost No Commitment” (NCNC) basis wherever applicable will be the responsibility of agencies.
6. Bidder should be willing to impart required training to ITI engineers for undertaking services & execution of project.
7. Bidder will be responsible for any shortcoming in the Bill of Material (BOM) and the same should be rectified free of cost.
8. Bidder should be willing to provide Transfer of Technology (ToT) for manufacture of offered products in ITI.
9. Bidder should be willing to sign an exclusive agreement with ITI for smooth execution of the project.
10. All commercial terms will be as per the Customer RFP/PO.
11. Earnest Money Deposit (EMD) / Bid security required for submitting the bid will be borne by the selected agency.
12. Performance Bank Guarantee (PBG) will be shared among all the work executing agencies depending upon the ratio of order value.
13. All CVC circulars/ statutory guidelines as applicable needs to be followed.
14. The Bidder, who is selected as ITI’s partner, shall be responsible for preparing the Bill of Quantities based on GIS survey as called for in the tender for bidding against the RFP.
15. Bidder should provide MAF and other documents from the OEMs as sought in the end customer RFP for the scope of work of the bidder. The bidder shall confirm that the OEMs shall ensure that all equipment / components / sub-components being supplied under the end customer RFP shall be as per the requirements of the RFP and they will be supported for the entire contract period. If the same is de-supported by the OEM for any

reason whatsoever, the bidder shall replace it with an equivalent or better substitute that is acceptable to Purchaser without any additional cost to the Purchaser and without impacting the performance of the solution in any manner whatsoever.

16. Payment terms: In case ITI is awarded the work/Supply contract, the payment to ITI's partner shall be made on back to back basis. i.e., the payment will be released as and when the payment is released by end customer for the corresponding work executed by the partner.
17. This Invitation for EOI is to select the agencies for addressing this tender by ITI. The Bidder must not withdraw from partnership after having selected as IT partner for addressing customer RFP.
18. The Technical Bid and financial bid (Indicating the Margin clearly) shall be placed in separate sealed envelopes only, super scribed with words "Technical Bid". & "Financial Bid".
19. Both the sealed envelopes of technical and financial bids are to be placed in another separate sealed cover mentioning----  
**"NOTICE INVITING Tender for Supply of VRLA batteries of various capacities"**  
**Ref: SR/P/S/Eoi-05/2019-20 dated 10.05.2019** and to be submitted to  
**The Deputy General Manager,**  
**ITI LIMITED,**  
**3<sup>rd</sup> Floor, Panagal Building,**  
**No:1, Jeenis Road, Saidapet,**  
**Chennai-600 015, Tamil Nadu.**
20. **Technical bids will be opened on 18.05.2019 at 11.00 am** and the financial bid of technical qualified bidder(s) will be opened subsequently.
21. The bids should be spiral bounded and each page should be serial numbered.
22. Bid should be valid for a period of 180 days from the date of opening of EOI response.
23. Conditional offers are liable for rejection.
24. Payment to the successful bidder shall be made after deducting the offered margin and the statutory taxes payable to the Govt (Penalties if any levied by the customer will be passed on to the Successful bidder), only after the receipt of payment from the customer.
25. Margin offered should be firm throughout the contract irrespective of reason, what so ever, including the exchange rate fluctuation. Margin to ITI would be payable on supply, I&C and AMC services undertaken by the selected Bidder for the project.
26. The Bidders should give Clause by clause compliance (as per annexure II) of EOI with references to supporting documents; otherwise, the offers are liable for rejection.
27. The vendor to indemnify ITI from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc. as charged by the customer.
28. In the event that ITI is required to provide demonstration or working of the product to their buyers, the same shall be arranged by the bidder at latter's cost and expenditure.
29. Consortium not allowed.
30. **Cost of EOI:** The bidder shall bear all costs associated with the preparation and submission of his offer against this EOI, 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 EOI process.

31. **Amendment of EOI:** At any time prior to the last date for receipt of offers, ITI, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI document by an amendment. In order to provide prospective bidder reasonable time in which to take the amendment into account in preparing their offers, ITI may, at their discretion, extend the last date for the receipt of offers and/or make other changes in the requirements set out in the Invitation for EOI.
32. **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.
33. ITI will not consider any or all of the bids if they are not meeting EOI requirements.
34. The bidder shall refer the ITI's website for any updates in Eoi.
35. ITI reserves the right to suspend or cancel the Eoi process at any stage, to accept, or reject any, or all efforts at any stage of process and/ or to modify the process, or any part thereof, at any time without assigning any reason, without any obligation or liability whatsoever.
36. The interested SIs may like to discuss the customer tender related information, EOI Bidding Conditions, Bidding Process and clarifications, if any with the Deputy General Manager / Deputy Manager at **Ph: 044-24361971, 24361976 Fax: 044-24350848**, Email: [rajan\\_rochn@itilttd.co.in](mailto:rajan_rochn@itilttd.co.in) / [hema\\_rochn@itilttd.co.in](mailto:hema_rochn@itilttd.co.in)

The EOI may be sent in a sealed cover with clearly mentioning –

***“EOI for Request for Proposal for Selection of Business Associate or agencies for Supply of VRLA batteries of various capacities”***

***Tender Ref: SR/P/S/Eoi-05/2019-20 dated 10.05.2019***

***Do not open before 11:00 AM of 18.05.2019***

so as to reach the following address on or before **17.05.2019, 3.00 PM**

**To  
The Deputy General Manager,  
ITI LIMITED,  
3<sup>rd</sup> Floor, Panagal Building,  
No:1, Jeenis Road, Saidapet,  
Chennai-600 015, Tamil Nadu.**

## Bidders Profile

1.	Name and address of the company			
2.	Contact Details of the Bidder (Contact person name with designation, Telephone Number, FAX, E- mail and Web site)			
3.	Area of business			
4.	Annual Turnover for 3 financial years (Rs in Cr)	2016-17	2017-18	2018-19
5.	IT Turnover for 3 financial years (Rs in Cr)	2016-17	2017-18	2018-19
6.	Date of Incorporation			
7.	Sales Tax /VAT Registration number			
8.	GST number			
9.	PAN Number			
10.	CIN Number, if applicable			
11.	Number of technical manpower in company's rolls			

Compliance Statement

S.No	Clause No.	Clause	Compliance (Complied/ Not Complied)	Remarks with Documentary Reference
1.				
2.				
3.				
4.				
5.				

**PRE-CONTRACT INTEGRITY PACT**

*(This agreement has to be submitted in Rs.20/- NON-JUDICIAL stamp paper along with bid)*

**GENERAL**

This pre-bid pre-contract agreement (hereinafter called the Integrity Pact) is made on day of ..... the month of ....., between, ITI Limited, 3<sup>rd</sup> Floor, Panagal Building, No:1, Jeenis Road, Saidapet, Chennai-600 015, Tamil Nadu, India, (hereinafter called the "**BUYER**", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s ..... (*Name and address of the Bidder*) (hereinafter called the "**BIDDER** " which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

**WHEREAS the BUYER** proposes to invite Expression of Interest (Eoi) for selection/ empanelment of technology partner for a technical tie-up with ITI for the marketing/manufacturing of ..... (*name of the product*) and the **BIDDER** is willing to participate in the Eoi as per the terms and conditions mentioned thereon;

**WHEREAS the BIDDER** is a private company/ public company/ Government undertaking/ partnership company (*strike off whichever is not applicable*), constituted in accordance with the relevant law in the matter and

**WHEREAS the BUYER** is a CPSU under the Department of Telecommunications, Ministry of Communications & IT, Government of India.

**NOW, THEREFORE,**

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

Enabling the **BUYER** to select/ empanel a technology partner for the marketing/ manufacturing of .... (name of the product) through the Eoi in a transparent and corruption free manner, and Enabling **BIDDER** to abstain from bribing or Indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the **BUYER** will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. **Commitments of the BUYER**

1.1 The **BUYER** undertakes that no official of the **BUYER**, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the **BIDDER**, either for themselves or for any person,

'organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The **BUYER** will during the pre-contract stage, treat all **BIDDERS** alike, and will provide to all **BIDDER** the same information and will not provide any such information to any particular **BIDDER** which could afford an advantage to that particular **BIDDER** in comparison to other **BIDDERS**.

1.3 All the officials of the **BUYER** will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the **BIDDER** to the **BUYER** with full and verifiable facts and the same is prima facie found to be correct by the **BUYER**, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the **BUYER** and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the **BUYER** the proceedings under the contract would not be stalled.

### 3 Commitments of BIDDER

3.1 The **BIDDER** commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

- a) The **BIDDER** will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the **BUYER**, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- b) The **BIDDER** further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the **BUYER** or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or, execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- c) **BIDDER** shall disclose the name and address of agents and representatives and Indian **BIDDER** shall disclose their foreign principals or associates.

- d) **BIDDER** shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/contract.
- e) The **BIDDER** further confirms and declares to the **BUYER** that the **BIDDER** is the original manufacturer/ integrator and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the **BUYER** or any of its functionaries, whether officially or unofficially to the award of the contract to the **BIDDER**, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such, intercession, facilitation or recommendation.
- f) The **BIDDER** either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the **BUYER** or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 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** i.e. in the courts of Chennai.

## 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 Sign

BIDDER Sign

Name of Officer

Name of Officer

Designation

Designation

ITI Limited,

(Address)

3<sup>rd</sup> floor, Panagal Building,

No.1, Jeenis Road, Saidapet,

Chennai – 600 015.

Witness 1.

Witness 1.

Witness 2.

Witness 2.

Place:

Place:

Date:

Date: