

**CORRIGENDUM - 2**

To Tender Ref No: NSU/PIA/ASCON/001/156 dt:10.11.2020

NSU/PIA/ASCON/001/166

DATE

24

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2020

<https://www.tenderwizard.com/ITILIMITED>

Dear Sir / Madam,

**Tender Ref No:** NSU/PIA/ASCON/001/156 dt:10.11.2020 for SELECTION OF "PROJECT IMPLEMENTATION AGENCIES [PIA]" FOR THE ROLLOUT OF OPTICAL FIBRE NETWORK FOR ARMY having due date as on 01.12.2020, 12.30 Hrs, the Corrigendum 1 is issued on **20/11/ 2020** and then the **Corrigendum 2** is issued regarding following point.

Sl. No	Description	Existing	Revised
1	<b>SECTION VII: Page No : 21</b>	<p>(a) Laying Practices of OFC, ref number D-001, issue No IV dated 31 Jan 2007 (Annexure1)</p> <p>(b) Installation Practice of Self-Supporting Metal Free Areal OFC, ref number TR/COFC/I-001, issue No 01 dated 10 Jun 2011. (Annexure 2)</p> <p>(c) Laying Practices of OFC by HDD Method, ref number TR/OFC/A-001, issue No 01 dated 31 Jan 2007 (Annexure 3)</p> <p>(d) Provision of Hand Hole in case of HOD on OFC Laying, ref number TR/COFC/1-004, issue No 01 dated 04 Oct 2011(Annexure 4).</p> <p>(e) Micro Tunnelling for Laying of OFC, ref number TR/COFC/A-002, issue No 01 dated 22 Feb 2010 (Annexure 5).</p>	<p>(a) Laying Practices of OFC, ref number D-001, issue No IV dated 31 Jan 2007 (<b>Annexure 1</b>)</p> <p>(b) Installation Practice of Self-Supporting Metal Free Areal OFC, ref number TR/COFC/I-001, issue No 01 dated 10 Jun 2011. (<b>Annexure 1</b>)</p> <p>(c) Laying Practices of OFC by HDD Method, ref number TR/OFC/A-001, issue No 01 dated 31 Jan 2007 (Annexure 1)</p> <p>(d) Provision of Hand Hole in case of HOD on OFC Laying, ref number TR/COFC/1-004, issue No 01 dated 04 Oct 2011 (<b>Annexure 1</b>).</p> <p>(e) Micro Tunnelling for Laying of OFC, ref number TR/COFC/A-002, issue No 01 dated 22 Feb 2010 (<b>Annexure 1</b>).</p>
2	<b>SECTION IX: Page No: 52 Clause No: 3.(i)</b>	No additional charges, for laying of Second duct in the same trench if required to be laid within 0.05% of the total route length, beyond which this shall be payable @ 5% of the per KM charges, fixed for the main Supply & Service Items for the respected geographical area.	<b>In case of more than one duct/OFC in the common trench, extra payment of 10% of the rate is applicable to extra duct/cable route that shall be payable for such common duct portion. However, the longest link length emanating from node will be taken as primary route.</b>

3	<b>SECTION IX:</b> <b>Page No: 52</b> <b>Clause No:</b> <b>3.(iii)</b>	<p>There may be circumstances wherein, the substantial time is lapsed between the OFC Link completion and the final acceptance of the network and start of the Warranty phase. During this intervening period, the PIA would be obliged to provide shadow maintenance to the executed OFC links by it so as to keep the</p> <p>links always ready for Acceptance Test and ready for use without any additional cost to ITIL. However, if this waiting phase extends beyond a period of 03 (Three) months after a link passes first phase of acceptance (completion of Link as per MB signed by User for 80% payment after receipt of payment from end user/customer), the PIA shall be eligible for prorated 25% of the Maintenance charges for such link(s) per KM as agreed against the Warranty Maintenance for the respective Zone. The links shall be maintained by PIA and have to be always kept ready for use and may be put to Test for vouching its working status. In case any such link is not maintained or deteriorates during this shadow maintenance period, the PIA would be required to restore it and shall be levied with penalties as per Clause (j) and (k) of Appendix <b>B of Annexure-VII</b>. The OFC parameters shall be recorded at the onset of Shadow Maintenance as per <b>Table 8 (i) of Part-III, OFC Maintenance at Appendix “A” of Annexure VII</b> which shall be measured and recorded quarterly and needs to be within permissible limits with reference to the initial records.</p>	<p>There may be circumstances wherein, the substantial time is lapsed between the OFC Link completion and the final acceptance of the network and start of the Warranty phase. During this intervening period, the PIA would be obliged to provide shadow maintenance to the executed OFC links by it so as to keep the</p> <p>links always ready for Acceptance Test and ready for use without any additional cost to ITIL. However, if this waiting phase extends beyond a period of 03 (Three) months after a link passes first phase of acceptance (completion of Link as per MB signed by User for 80% payment after receipt of payment from end user/customer), the PIA shall be eligible for prorated 25% of the Maintenance charges for such link(s) per KM as agreed against the Warranty Maintenance for the respective Zone. The links shall be maintained by PIA and have to be always kept ready for use and may be put to Test for vouching its working status.</p> <p>In case any such link is not maintained or deteriorates during this shadow maintenance period, the PIA would be required to restore it and shall be levied with penalties as per Clause (j) and (k) of Appendix <b>A, Para 10 of Annexure-VIII</b>. The OFC parameters shall be recorded at the onset of Shadow Maintenance , <b>OFC Parameters, losses (dB) per core at Appendix “A” of Annexure VIII</b> shall be measured and recorded quarterly and needs to be within permissible limits with reference to the initial records.</p>
4	<b>Section XI</b> <b>Page No. 57</b> <b>Sl. No. (i)</b>	<b>Liquidity</b> certificate from the banker for the minimum amount as mentioned at Table-I	<b>Solvency</b> certificate from the banker for the minimum amount as mentioned at Table-I
5	<b>Section XI</b> <b>Page No: 57</b> <b>Sl. No. (p)</b>	Undertaking in letter head to indemnify ITIL from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc.	<b>Clause Deleted</b> <b>To be dealt at the time of signing PO with Bidder</b>

Sl. No	Description	Existing	Revised
6	<b>Section XI Page No. 57 Sl. No. (r)</b>	List of Node Locations/Links for the Network execution, follow-up and obtaining the RoW for and on behalf of the user (After Signing NDA).	<b>Clause Deleted</b>
7	<b>Section XI Page No. 57 Sl. No. (t)</b>	A detailed exhibit on the “Approach and Methodology”, bidder proposes to adopt if the project is awarded to it, refer <b>Section IX</b> Clause 2.	A detailed exhibit on the “Approach and Methodology”, bidder proposes to adopt if the project is awarded to it, refer <b>Section VII</b> Clause 2.
8	<b>Section XI Page No. 58 Sl. No. (u)</b>	List of Tools & Implements such as JCB, HDD M/Cs, Splicing Machines etc as mentioned in table-I with ownership proof by the bidder.	<b>Clause Deleted</b>
9	<b>Annexure I Technical Specifications  Clause 6. (ii)  Page No. 61</b>	Stores required to be supplied by ITIL for execution works such as HDPE Duct and OF Cable, shall be supplied and may be stored at nearest Network Node. The average distance from the Site of work (Node end of the Link) shall be about 250 KMs. Further transportation of stores to the work site, by PIA at no extra cost to ITIL.	<b>Clause Deleted</b>
10	<b>Page No. 62</b>		Add, at top right corner of Page, <b>APPENDIX-1, ANNEXURE-I</b>
11	<b>Page No. 84</b>		Add, at top right corner of Page, <b>APPENDIX-3, ANNEXURE-I</b>
12	<b>Page 89 Clause 5.2</b>	<b>In Built Up Areas 6.2.1</b> City/Town, urban areas falling within municipal /Corporation limits normally fall under this category where the following laying /Construction practices shall be adopted. For other inhabited villages / towns etc. not falling under any municipal /corporation limits suitable cable depth / protection is to be decided jointly by ITI / User.	<b>In Built Up Areas</b> City/Town, urban areas falling within municipal /Corporation limits normally fall under this category where the following laying /Construction practices shall be adopted. For other inhabited villages / towns etc. not falling under any municipal /corporation limits suitable cable depth / protection is to be decided jointly by ITI / User.
13	<b>Page No. 111</b>		Add, at top right corner of Page, <b>APPENDIX-4, ANNEXURE-I</b>

14	Page No. 119		Add, at top right corner of Page, <b>APPENDIX-5, ANNEXURE-I</b>
15	Page No. 132		Add, at top right corner of Page, <b>APPENDIX-2, ANNEXURE-I</b>
16	Page No 165 Annexure-V	<p style="text-align: center;"><b>Annexure-V</b></p> <p style="text-align: center;"><b><u>PRE-CONTRACT INTEGRITY PACT</u></b></p> <p><b><u>GENERAL</u></b></p> <p>This pre-bid pre-contract agreement (hereinafter called the Integrity Pact) is made on day of ..... the month of ....., between, ITI Limited, ITI Bhavan, Dooravani Nagar, Bengaluru – 560016, India, (hereinafter called the "ITI", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s ..... (<i>address of the intending bidder</i>) (hereinafter called the "Bidder" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.</p> <p>WHEREAS the USER 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 ..... (<i>name of the product</i>) and the IP is willing to participate in the Eoi as per the terms and conditions mentioned thereon;</p> <p>WHEREAS the IP is a private company/public company/Government undertaking/partnership company (<i>strike off whichever is not applicable</i>), constituted in accordance with the relevant law in the matter and the USER is a PSU under the Department of Telecommunications, Ministry of Communications &amp; IT, Government of India.</p>	<p style="text-align: center;"><b>Annexure-V</b></p> <p style="text-align: center;"><b><u>PRE CONTRACT INTEGRITY PACT</u></b></p> <p style="text-align: center;">PURCHASE ENQUIRY/ORDER No.</p> <p>THIS Integrity Pact is made on.....day of .....20.</p> <p><b>BETWEEN:</b></p> <p>ITI Limited having its Registered &amp; Corporate Office at ITI Bhavan, Dooravaninagar, Bangalore – 560 016 and established under the Ministry of Communications, Government of India (hereinafter called the Principal), which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman &amp; Managing Director, Directors, Officers or any of them specified by the Chairman &amp; Managing Director in this behalf and shall also include its successors and assigns) ON THE ONE PART</p> <p><b>AND:</b></p> <p>..... represented by.....Chief Executive Officer (hereinafter called the Contractor(s), which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the bidder/contract ON THE SECOND PART.</p> <p><b><u>Preamble</u></b></p>

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 USER to select/ empanel a technology partner for the marketing/ manufacturing of .... (name of the product) through the Eol in a transparent and corruption free manner, and

Enabling IPs 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 USER 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 USER
- 1.1 The USER undertakes that no official of the USER, 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 IP, 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 USER will during the pre-contract stage, treat all

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

In order to achieve these goals, the Principal has appointed an Independent External Monitor(IEM), who will **monitor** the 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 Documents and contract between the parties.

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

**SECTION 1 – COMMITMENTS OF THE PRINCIPAL**

- 1.1 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.

		<p>IPs alike, and will provide to all IPs the same information and will not provide any such information to any particular IP which could afford an advantage to that particular IP in comparison to other IPs.</p> <p>1.3 All the officials of the USER 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.</p> <p>2 In case any such preceding misconduct on the part of such official(s) is reported by the IP to the USER with full and verifiable facts and the same is prima facie found to be correct by the USER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the USER 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 USER the proceedings under the contract would not be stalled.</p> <p>3 <u>Commitments of IP</u></p> <p>3.1 The IP 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: -</p> <p>a) The IP 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 USER, connected directly or indirectly with the bidding process, or to any person, organization</p>	<p>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.</p> <p>c. The Principal will exclude from the process all known prejudiced persons.</p> <p>1.2 If the Principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Act or 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.</p> <p><b>SECTION 2 – COMMITMENTS OF THE BIDDER/CONTRACTOR</b></p> <p>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.</p> <p>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</p>
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or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- b) The IP further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the USER 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) IPs shall disclose the name and address of agents and representatives and Indian IPs shall disclose their foreign principals or associates.
- d) IPs shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/contract.
- e) The IP further confirms and declares to the USER that the IP 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 USER or any of its functionaries, whether officially or unofficially to the award of the contract to the IP, nor has

during the tender process or during the execution of the contract.

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

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 IP 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 USER 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 IP 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 IP will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- i) The IP shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the USER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The IP also undertakes to exercise due and adequate care lest any such information is divulged.
- j) The IP commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

f. The Bidder(s)/Contractor(s) will not bring any outside influence and Govt. bodies directly or indirectly on the bidding process in furtherance to his bid.

g. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

**SECTION 3 – DISQUALIFICATION FROM TENDER PROCESS & EXCLUSION FROM FUTURE CONTRACTS**

3.1 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.

3.2 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 to 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.



		<p>k) The IP shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.</p> <p>l) If the IP or any employee of the IP or any person acting on behalf of the IP, either directly or indirectly, is a relative of any of the officers of the USER, or alternatively, if any relative of an officer of the USER has financial interest/stake in the IP's firm, the same shall be disclosed by the IP 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.</p> <p>m) The IP 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 USER.</p> <p>4 <u>Previous Transgression</u></p> <p>4.1 The IP 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-Zone Enterprise in India or any Government Department in India that could justify IP's exclusion from the tender process.</p> <p>4.2 The IP agrees that if it makes incorrect statement on this subject, IP can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.</p> <p>5 <u>Sanctions for Violations</u></p> <p>5.1 Any breach of the aforesaid provisions by the IP or</p>	<p>3.3 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.</p> <p>3.4 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.</p> <p>3.5 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.</p> <p>3.6 On occurrence of any sanctions/ disqualifications etc arising out from violation of integrity pact Bidder(s)/ Contractor(s) shall not be entitled for any compensation on this account.</p> <p>3.7 subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/ Contractor(s) could be revoked by the Principal if the Bidder(s)/ Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption preventative system in his organization.</p> <p><b>SECTION 4 – PREVIOUS TRANSGRESSION</b></p>
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		<p>anyone employed by it or acting on its behalf (whether with or without the knowledge of the IP) shall entitle the USER to take all or any one of the following actions, wherever required: -</p> <ul style="list-style-type: none"> <li>a) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the IP. However, the proceedings with the other IP(s) would continue.</li> <li>b) To immediately cancel the contract, if already signed, without giving any compensation to the IP.</li> <li>c) To cancel all or any other Contracts with the IP. The IP shall be liable to pay compensation for any loss or damage to the USER resulting from such cancellation/rescission.</li> <li>d) To recover all sums paid in violation of this Pact by the IP(s) to any middleman or agent or broker with a view to securing the contract.</li> </ul> <p>5.2 The USER will be entitled to take all or any of the actions mentioned above, also on the Commission by the IP or anyone employed by it or acting on its behalf (whether with or without the knowledge of the IP), 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.</p> <p>5.3 The decision of the USER to the effect that a breach of the provisions of this Pact has been committed by the IP shall be final and conclusive on the IP. However, the IP can approach the Independent Monitor(s) appointed for the purposes of this Pact.</p>	<p>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.</p> <p>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.</p> <p><b>SECTION 5 – COMPENSATION FOR DAMAGE</b></p> <p>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.</p> <p>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.</p>
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6 Independent Monitors

- 6.1 The USER 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 USER.
- 6.6 The IP(s) accept(s) that the Monitor has the right to access without restriction to all Project documentation of the USER including that provided by the IP. The IP 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 IP with confidentiality.
- 6.7 The USER 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

**SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS**

- 6.1 The Principal will enter into Integrity Pact on all identical terms with all bidders and contractors for identical cases.
- 6.2 The Bidder(s)/Contractor(s) undertakes to get this Pact signed by its sub-contractor(s)/sub-vendor(s)/associate(s), if any, 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 sub-contractors/sub-vendors/associates.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this Integrity Pact or violate its provisions.

**SECTION 7 – CRIMINAL CHARGES AGAINST VIOLATING BIDDER(S)/ CONTRACTOR(S)**

- 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)**

- 8.1 The Principal appoints competent and credible Independent External Monitor(s) for this Pact. The task of the Monitor is to

	<p>option to participate in such meetings.</p> <p>6.8 The Monitor will submit a written report to the designated Authority of USER within 8 to 10 weeks from the date of reference or intimation to him by the USER / IP and, should the occasion arise, submit proposals for correcting problematic situations.</p> <p>7 <u>Facilitation of Investigation</u></p> <p>7.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the USER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the IP and the IP shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.</p> <p>8 <u>Law and Place of Jurisdiction</u></p> <p>8.1 This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the USER.</p> <p>9 <u>Other Legal Actions</u></p> <p>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.</p> <p>10 <u>Validity</u></p> <p>10.1 The validity of this Integrity Pact shall be from date of its signing and extend up to the contract period with the USER in case a contract is signed. In case IP is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.</p> <p>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</p>	<p>review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>8.5 The Monitor will submit a written report to the Chairman &amp; Managing Director of the Principal within a reasonable time from</p>
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agreement to their original intentions.

**11** The parties hereby sign this Integrity Pact.

USER	IP
Name of the Officer.	CHIEF EXECUTIVE OFFICER
Designation	M/s .... (address)
ITI Limited (address)	
Place:	Place:
Date:	Date:
Witness:	
1. ....	1. ....
2. ....	2. ....

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 the Principal at present is furnished below: -

Shri Venugopal K. Nair, IPS (retd.)  
P-1, Waterford Apartment  
Pt. Kuruppan Road, Thevara  
Kochi – 682 013, KERALA

Any changes to the same as required / desired by statutory authorities is applicable.

**SECTION 9 – FACILITATION OF INVESTIGATION**

9.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the Principal or its agencies shall be entitled to examine all the documents including the Books of

Accounts of the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) shall provide necessary information and documents in English and shall extend all help to the Principal for the purpose of verification of the documents.

**SECTION 10 – LAW AND JURISDICTION**

- 10.1 The Pact is subject to the Law as applicable in Indian Territory. The place of performance and jurisdiction shall be the seat of the Principal.
- 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 extant law in force relating to any civil or criminal proceedings.

**SECTION 11 – PACT DURATION**

- 11.1 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.
- 11.2 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).
- 11.3 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 Bangalore.

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

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

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

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

12. 4 The action stipulates in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

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

			<p>For PRINCIPAL</p> <p>.....</p> <p>.....</p> <p>(Name &amp; Designation)</p> <p>Witness</p> <p>1).....</p> <p>2).....</p>	<p>For BIDDER(S)/CONTRACTOR(S)</p> <p>.....</p> <p>.....</p> <p>(Name &amp; Designation)</p> <p>Witness</p> <p>1).....</p> <p>2).....</p>
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Sl. No	Description	Existing					Revised						
		Items	UNIT	Qty			Make & Model	Items	UNIT	Qty			Make & Model
17 Annexure VII BOM Page No 171				ZONE-I	ZONE-II	ZONE-III				ZONE-I	ZONE-II	ZONE-III	
Sl. No 2	Joint Closure	Nos	2364	2470	1409	TEC approved	Joint Closure	Nos	2364	2470	1409	As per Specifications	
Sl. No 5	RCC Route Indicator	No's	As Per Requirement			TEC approved	RCC Route Indicator	No's	As Per Requirement			As per Specifications	
Sl. No. 6	Electronic route marker - Overground (every 500M)	No's	8500	8900	5070	ATTL TRACE MARK B (Aishwarya Telecom)	Electronic route marker - Overground (every 500M)	No's	8500	8900	5070	Make: <b>ATL</b> Model: <b>TRACE MARK-B</b> (Aishwarya Telecom) <b>Ceiling Price per unit INR 300 Excluding Tax</b>	
Sl. No. 7	Electronic route marker - Underground (every 100M)	No's	4,254	4,451	2536	ATTL TRACE MARK B (Aishwarya Telecom)	Electronic route marker - Underground (every 100M)	No's	<b>42,540</b>	<b>44,510</b>	<b>25,360</b>	Make: <b>ATL</b> Model: <b>TRACE MARK-B</b> (Aishwarya Telecom) <b>Ceiling Price per unit INR 300 Excluding Tax</b>	

Sl. No	Description	Existing						Revised					
	Sl. No. 12	Electronic Locator	No's	9	12	9	As Per Specs & competent authority	Electronic Locator	No's	9	12	9	<i>Make:</i> <b>Rycom-USA</b> <i>Model: 8891</i> <b>(Aishwarya Telecom)</b> <b>Ceiling Price per unit</b> <b>INR 125000</b> <b>Excluding Tax</b>
18	Page No 174 Third Para	<p>The PIA warrants that the goods supplied will conform to the Temperature and Humidity conditions as mentioned at <b>Annexure II</b> to this contract.</p> <p>NB: THE PROVISIONS MENTIONED ABOVE, IN CONFLICT IF ANY, WITH THE PROVISIONS AT ANNEXURE-VII, LATTER SHALL OVERRIDE.</p>						<p>The PIA warrants that the goods supplied will conform to the Temperature and Humidity conditions as mentioned to this contract.</p> <p>NB: THE PROVISIONS MENTIONED ABOVE, IN CONFLICT IF ANY, WITH THE PROVISIONS AT <b>Appendices</b> to ANNEXURE-VIII, LATTER SHALL OVERRIDE.</p>					
19	Page No 175	<b>Appendix "A" to Annexure VII</b> OPTICAL FIBRE CABLE MAINTENANCE (DURING WARRANTY AND AMC)						<b>Appendix "A" to Annexure VIII</b> OPTICAL FIBRE CABLE MAINTENANCE (DURING WARRANTY AND AMC)					

Sl. No	Description	Existing	Revised
20	Page No 185 to Page No 190	<p align="center"><b><u>PART IV - OTHER TERMS AND CONDITIONS</u></b></p> <p><b>11. <u>Non Disclosure of Contract Documents.</u></b> Except with the written consent of the BUYER, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.</p> <p><b>12. <u>Warranty of Item supplied during AMC Period.</u></b> The PIA warrants that the goods supplied under this AMC conform to technical specifications prescribed for equipment and shall perform according to the said technical specifications. The PIA warrants for a period of 24 months from the date of Final AITP, that the goods / stores supplied under this AMC and each component used during AMC shall be free from all types of defects / failures. If within the period of warranty, the goods are reported by the BUYER / ITIL to have failed to perform as per the specifications, the PIA shall either replace or rectify the same free of charge, maximum within 30 days of notification of such defect received by the PIA, provided that the goods are used and maintained by the ITIL as per instructions. Warranty of the equipment would be extended by such duration of downtime. Record of the down time would be maintained in NMS / by ITIL in logbook. Spares required for warranty repairs shall be provided free of cost by PIA.</p> <p><b>13. <u>Performance cum Warranty Bank Guarantee.</u></b> A performance cum warranty Bank Guarantee (PWBG) bond equal to 10% (ten percent) of total project cost will be furnished in form of bank guarantee through public sector bank or private sector bank authorized by RBI, in favor of</p>	<p align="center">Clause Deleted</p>

Government of India, Ministry of Defence by the PIA. This shall cover up to period of warranty.

**14. Performance Bank Guarantee for AMC.** A Performance Bank Guarantee (PBG) for AMC period amounting to 10 % (ten percent) of Total AMC cost will be issued in form of Bank Guarantee will be furnished by PIA in favour of Government of India, Ministry of Defence, through public sector bank or private sector bank authorized by RBI. Advice of State Bank of India or any other bank for confirmation of same is not required. The performance bank guarantee will remain valid up to 90 days after expiry of AMC period. In case, any claim or any other contractual obligations are outstanding, the PIA will extend the bond as asked by BUYER till such time the PIA settles all claims and completes contractual obligations. The performance bank guarantee bond will be subject to encashment by the BUYER, in case, conditions regarding adherence to warranty, delivery schedule, settlement of claim and other provisions of AMC are not fulfilled by the PIA.

**15. Payment procedure, Recovery of Liquidity Damage Charges, Penalties etc.**

(a) **Payment procedure.** Payments will be made on **quarterly basis** during the time of AMC. The penal deductions will be calculated per quarter by respective Commanding Officers of the Network Signal Regiment /ITIL representative. The bills will be forwarded to **ITIL** for further processing.

(b) **The LD's /Penalties Imposed during AMC period.** All LD's/penalties will be imposed on **PIA** on quarterly basis except for system Uptime.

(c) **System Uptime Penalty.** The Penalty for maintaining the required system uptime will be imposed at

Clause Deleted

the end of AMC year and will be adjusted against the payment of 4<sup>th</sup> quarter, once of the system uptime availability of the year is ascertained.

(d) In case the AMC contract is awarded to the 3<sup>rd</sup> party due to any reasons as deemed suitable to the BUYER, the LD/penalty applicable to PIA will be recovered for the pending bill / Performance Bank Guarantee submitted by the PIA.

**16. Sub Contract.** The PIA shall not sub-contract any part or the whole of the work. The PIA has no right to give, bargain, sell assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present contract or any part thereof. AMC will be governed by article of transfer and subletting as given in main contract document (Refer Article 27).

**17. Annual Lineup / Technical inspection.** Annual line up and technical inspection will be carried out Unit wise and or Zone wise or as defined by ITIL. All system parameters and network performance parameters if required by ITIL will be checked and optimization for performance / realignment / readjustment to meet the performance parameters will be done before the inspection including that of Test and measurement equipment.

**18. Log Book Maintenance.** All equipment will have log books. The faulty equipment/modules/cards shall have the Log book entry indicating the nature of the problem experienced, giving detailed information and fault diagnosis. The maintenance of log books shall be the responsibility of the PIA. The log books will be inspected by Zonal managers and managers during monthly visits.

Clause Deleted

**19. Packaging and Transportation.** PIA shall provide packing and transportation of the equipment/modules/cards in accordance with generally accepted methods for international shipping. PIA shall be responsible for any damage in transit.

**20. Training.** The PIA will train sufficient number of personnel of ITIL annually with the periodicity mutually agreed upon (in coordination with ITIL). Practical training will be imparted to ITIL personnel in the field by PIA engineers. The syllabus for training will be prepared by PIA in consultation with ITIL. ITIL will arrange the training place with all necessary resources like projector along with equipment/access to network. Training will also be imparted at Training nodes of ITIL at Delhi, Mhow, Jabalpur and Goa by suitable Engineers and Technicians quarterly for approx 10 to 14 days each.

**21. Communication.** PIA shall provide communication facilities to the maintenance teams. This shall include landline phone at office location and mobile phone to members of the maintenance teams for the purpose of contacting on an urgent need basis. The team-in-charge shall have mobile phone of mobile operator whose coverage is available in the desired section and it should be always be on.

**22. Octroi.** Any tax implications including octroi etc. during the transport within the territory shall be the responsibility of the PIA. No certificate in this regard shall be handed to PIA by ITIL. During the currency of the contract, the PIA shall be responsible for the safe custody of such materials till the final installation and will make good, any shortages/ damages which occur during transportation to the sites / storage at its cost.

Clause Deleted

**23. Service Level Agreement (SLAs) Between PIA and the OEMs.**

PIA will formulate SLA with the OEM as per the maintenance philosophy of the project contract and will submit it for approval of ITIL during the time of Test Bed implementation. In case of any acquisition or mergers of the OEM firm/company the legal inheritor should accept all the terms and conditions of the contract including providing OEM Engineers and should be legally binding on the inheriting firm /company to fulfill the obligations. The clause should be built in the backend SLA of PIA and OEM. In addition efforts should be made by PIA to undertake SLA extension beyond AMC Period preferably by 02 - 03 years i.e. total SLA of 12 - 13 years.

**24. Product Support.** The PIA is bound by a condition that he is in a position to provide product support in terms of maintenance, materials and spares for a minimum period of eight years post warranty, including extended warranty, if any. Even after the said mandatory period, the PIA/OEM is bound to give at least two years notice to the Government of India prior to closing the production line so as to enable a Life Time Buy of all spares before closure of the said production line.

**25. Theft of Assets.** In case of theft/loss/damage to equipment/materials while in the custody of the PIA, BUYER shall assess and recover an amount equivalent to the loss incurred. This recovery shall be made against payments to PIA against various bills and various Bank Guarantees submitted by the PIA.

**26. Reporting of Theft and FIR.** Theft Incident Report shall be submitted by the PIA to concerned police station and photos taken immediately on the spot. FIR should be taken from concerned police station and submitted to the ITIL. If and when, the police station ask for signatures of

Clause Deleted

ITIL representatives for registering the FIR, the same to be facilitated by ITIL. Optical Fiber Cable damage or theft / HDPE damage / manhole lid damage and the replacement of such Optical Fiber Cable are the responsibility of PIA.

**27. Patents and Other Industrial Rights.** The prices stated in the present contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The PIA shall indemnify the BUYER against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The PIA shall be responsible for the completion of the supplies including spares & training irrespective of the fact of infringement of any or all the rights mentioned above.

**28. Penalty for Use of Undue Influence.** The PIA undertakes that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees brokerage or inducement to any person in service of the BUYER or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do 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 dis-favour to any person in relation to the contract or any other contract with the government. Any breach of the aforesaid undertaking by the PIA or any one employed by him or acting on his behalf (whether with or without the knowledge of the PIA) or the commission of any offers by the PIA or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other act enacted for the prevention of corruption shall entitle the BUYER to cancel the contract and all or any other contracts with the

Clause Deleted



PIA and recover from the PIA the amount of any loss arising from such cancellation. A decision of BUYER or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the PIA.

**29.** Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the PIA towards any officer / employee of the BUYER or to any other person in a position to influence any officer / employee of the BUYER for showing any favour in relation to this or any other contract shall render the PIA to such liability / penalty as the BUYER may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the BUYER.

**30. Agents Agency Commission.** The PIA confirms that he has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the PIA; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The PIA agrees that if it is established at any time to the satisfaction of the BUYER that the present declaration is in any way incorrect or if at a later stage it is discovered by the BUYER that the PIA has engaged any such individual / firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the PIA will be liable to refund that amount to the BUYER. The PIA will also be debarred from entering into any supply contract with the Government of India for a minimum period of five years. The BUYER will also have a right to consider cancellation of the contract either wholly or in part, without any entitlement or compensation to the PIA who shall in such event be liable

Clause Deleted

to refund all payments made by the BUYER in terms of the contract along with interest at the rate of 2% per annum above PLR rate. The BUYER will also have the right to recover any such amount from any contract concluded earlier with the Government of India.

**31. Access to Book of Accounts.** In case it is found to the satisfaction of the BUYER that the PIA has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to agents / agency commission and penalty for use of undue influence, the PIA, on a specific request of the BUYER shall provide necessary information / inspection of the relevant financial documents / information

**32. Indemnification.** The PIA hereby releases and shall indemnify, defend and hold harmless the BUYER and its subsidiaries and affiliates and their officers, agents, employees, successors and assignees and authorized representatives against any and all suits, actions, legal or administrative proceedings, claims, damages, liabilities, interests, attorney's fees, costs and expenses of whatsoever kind or nature, including those arising out of damage to property (including but not limited to property of third parties, principal) and injury to or death of persons (including but not limited to the PIAs, employees and third parties) whether arising during or after completion of the work hereunder directly or indirectly caused, occasioned, or contributed to in or whole or in part, or claim to be caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of the PIAs, sub- PIAs or of any one acting under its direction or control or on its behalf in connection with or incidental to this contract. The PIA shall pay and meet all expenses including legal costs

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incurred by BUYER in responding to and defending all such claims and the PIA shall meet and pay all damages awarded against BUYER and keep BUYER harmless and indemnify to the fullest extent. There will not be any claim insurance BUYER such amount shall be borne by the PIA himself. In the event, BUYER is required to pay any royalty, penalty or other sum by whatever name known to any of its contracting partners or agencies, either on account of time over runs or the project not being made operational in full by the PIA, or suffering any other disability, loss, damage or other inconvenience, on account of any delays or lapses in executing the project and rendering it fully operational, for any reasons not attribute directly to BUYER, the PIA agrees and undertake to indemnify, keep indemnify and save harmless BUYER from all such costs, damages, expenses, disability.

**33. Risk Purchase.** In the event the PIA fails to execute the work as per agreed productivity/ quality norms of works as mentioned elsewhere in this contract and timelines, BUYER after giving one week notice to the PIA can get executed/ re- executed the work through any other PIA /sub PIA / agencies as BUYER deems fit and at the costs and expenses of the PIA, provided however that the estimated cost for execution of such work as certified by the BUYER representative shall be less than the proportionate contract price. The benefit, there from, shall be to BUYER account. And if the same shall be estimated more than the proportionate contract price, the excess amount incurred by BUYER in this connection shall be reimbursed by the PIA, which may be adjusted by the BUYER against any outstanding dues payable to the PIA under this contract. BUYER shall have the right to retain and hold in its custody and possession of

Clause Deleted

all requisite equipment, materials, tackles, machinery etc. belonging to the PIA in connection with the work, as it deems necessary so as to put them in use in the event the PIA does not perform/ fails to fulfill his obligations as per this agreement, or his workmanship is found to be substandard or not as per specifications of BUYER, at any point of time during the tenure of this agreement. BUYER shall be at liberty to sell the materials belonging to the PIA if in the opinion of BUYER, it is necessary to avoid any loss / hardship/ damages that may be incurred by BUYER on account of the PIAS failure to execute the work to the satisfaction of BUYER.

**34. Wartime Support.** PIA shall extend its maintenance support during wartime also. However, safety of the movement of materials and personnel of both PIA shall be the responsibility of the BUYER. The movement includes the journey from station and also from zone to zone. The security and safety of the personnel shall be the responsibility of the BUYER. The BUYER shall provide adequate escort till the job is completed and the personnel are shifted to safer place after the completion of the job. Damages on account of war, civil disturbances, and other force majeure clause would be assessed by a committee consisting of reps of PIA, Directorate General (Signals)/ AWG and any other department as felt necessary by the presiding Chairman of the committee after the eventuality has come to an end or has ceased to exist. The financial charges for the wartime support shall be decided by the above referred committee on the basis of expenses incurred including the cost of equipment, if any, as it may not be possible to estimate the same during wartime situations.

Clause Deleted

**S** **Cancellation of AMC.** In the event of the cancellation of the AMC at the behest of the BUYER due to non-performance or any other reason, the BUYER shall reserve the right to award the AMC to a third party. The ITIL shall make good the difference in amounts payable to the third party, the recovery of which shall be decided by the BUYER.

**FIBRE REPAIR TEAM (FRT) consisting of Following:**

Ser No	Description of Resource
1	Supervisor
2	Splicer
3	Driver
4	labour (02)
5	Lt Vehicle depreciated amount per year
6	Fuel Charges for 3600Kms / month @ Rs. 12.50 per kms@75 Rs per litre ,@ 06 kmpl average of vehicle
7	Maintenance Charges for FRT vehicles
8	Instruments & Tools
9	One time OFC spares
10	Specialized Engineers for OFC maintenance for every 5 FRTs

**FIBRE REPAIR TEAM (FRT) consisting of Following:**

Sl. No	Description of Resource
1	Supervisor
2	Splicer
3	Driver
4	labour (02)
5	Lt Vehicle depreciated amount per year
6	Fuel Charges for 3600Kms / month @ Rs. 12.50 per kms@75 Rs per litre ,@ 06 kmpl average of vehicle
7	Maintenance Charges for FRT vehicles
8	Instruments & Tools
9	One time OFC spares
10	Specialized Engineers for OFC maintenance for every 5 FRTs

Sl. No	Description	Existing	Revised
		<p><b>Note:-</b></p> <p>1.The cost breakdown has been extracted from CNC and given here to bring out the various heads of Establishment cost. Discounts offered under this head have not been factored and accounted. It is only to give the analytical breakdown under this head.</p> <p>2. For subsequent years the cost is escalated by a factor of 5.5 % per year.</p>	<p>Clause Deleted</p>
21	Page No 191	Appendix F	Appendix B
<p><b>All other terms &amp; conditions of Tender No. NSU/PIA/001/156 dated 10.11.2020 remains unaltered.</b></p>			
<p style="text-align: right;"><b>For ITI Ltd., N S Unit.</b></p> <p style="text-align: right;"><b>Addl. General Manager (ASCON)</b></p>			