



(A Govt. of India Undertaking)

Network Systems Unit

Doorvaninagar Bangalore

MODIFICATION OF TATA YODHA VEHICLE (D+1) AND (D+4) VARIANT

FOR

MOBILE NODE (Recce Vehicles)

(ASCON PHASE IV PROJECT)

Issued by

Deputy General Manager

ITI Limited

Network System Unit

First Floor, Core-6, SCOPE Complex,

7-Lodhi Road, New Delhi-110003

Mob No. 9415744550

NOTICE INVITING TENDER (NIT)

FOR FABRICATION AND MODIFICATION OF TATA YODHA SHELTER (D+1) AND (D+4) FOR 1 NOS EACH (RECEE VEHICLES)

1. ITI Limited (A Govt. of India Undertaking) invites Tenders for Fabrication and Modification of TATA YODHA (4X4), quantity 02 No. from reputed experience and eligible vendors. ITI Limited (A Govt. of India Undertaking). This is under the Ministry of Communication.
2. ITI Limited, NSU has to supply 40 No TATA YODHA (4X4) vehicle 20 no each for D+1 and D+4 variant. This tender refers for fabrication and modification of 02 No TATA YODHA vehicle, balance 38 No. vehicle will be supplied after successfully completed the PoC/PDI by Army with the approval of competent authority.
3. Bidder shall be quoted price for 02Vehicle TATA YODHA 4X4 (01 no each variant) which will be applicable for 40 Vehicle (20 No. each vehicle). Initially tender will be executed for 02 vehicle (01 no each vehicle), further work order for 38 No vehicle shall be extended after successfully completion of PoC/PDI by the Army. Tender value and other financial will be calculated as per extended work order and successfully L1 bidder of this tender shall be deposited the SD/PBG at the time of work order extension. Delivery schedule for the remaining will be intimated after approval from competent authority and mutually agreed by the bidder.

A. Important Information:

1	Title of the Tender	Modification of TATA Yodha Vehicles (D+1) and (D+4) for Mobile Node (Recce Vehicles)
2	Tender No.& Date	ITI/NSU/ASCON/Mobile Node/Modification of TATA YODHA (D+1) and (D+4)/2023-24/02 dated 01st March 2023
3	Sale of Tender Document	Tender Document can get from the office address and also download from the following websites: - ITI web portal i.e., https://tenders.itiltd.in/ and Govt.CPP Portal i.e., https://etenders.gov.in/eprocure/app and e-Procurement Portal https://itilimited.euniwizarde.com
4	Mode of Submission	E-Tender

5	Last Submission Date & Time of tender	15.03.2023 at 14.00 hrs.
6	Date & Time of Opening of Technical Bid	15.03.2023 at 15.00 hrs.
7	Date & Time of Opening of Financial Bid	To be intimating after Technical Evaluation
8	Cost of Tender Document	Nil
9	Security Deposit (PBG) & EMD	3% of the Tender Value & 2 % of Tender Value (Rs. 10,000/-)
11	Validity	180 days from the last date of Tender submission
12	Estimated Cost of Tender	Rs. 5,00,000/- (Five Lakh only)
13	Warranty	Two Year from delivery date of Vehicle

Competent Authority in ITI Ltd reserved the right to accept or reject the Tenders before issuing the PO at any stage without assigning any reason.

B. Contact Persons:

If any quarries regarding the tender, may feel free contact to the following contact persons: -

1. Kishor Srivastav

Assistant Manager (A) Mobile Node
ITI Limited, NS Unit, Mob: 9540014468
E-Mail: kishorsrivastava_nsu@itilttd.co.in

2. Rahul Kumar

Assistant Manager (A) Mobile Node
ITI Limited, NS Unit, Mob: 9013249541
E-Mail: rahulk_nsu@itilttd.co.in

C. Office Address:

O/o The General Manager (ASCON)
ITI Limited, Network System Unit
First Floor, Core-6, SCOPE Complex,
7-LodhiRoad, New Delhi -110003
Phone- 9415744550

D. Billing Address:

ITI Limited, Network System Unit
First Floor, Core-6, SCOPE Complex,
7-Lodhi Road, New Delhi -110003
GSTN: 07AAACI4625C2Z0(bold is numeric)

E. Vehicle Pick-up & Delivery Address:

ESG ASCON Group
ITI Limited (A Govt. of India Undertaking)
5 Signal Group (Opposite Western Air command)
Delhi Cantt- 110010

1. SCOPE OF WORK

- 1.1** Modification of vehicles is envisaged for provision of specialized vehicles (in terms of weather proofing, space management, climate control, dust proofing and providing safe and homogeneous environment) that will enhance the working conditions of communication detachments.
- 1.2** The modifications are required to be carried out on TATA YODHA General Service Vehicles. The modification has to be carried out on the existing structure of the vehicle based on the requirements, as listed out. The modified vehicles are envisaged to provide enhanced operational efficiency by providing facilities for establishing reliable communication on the move. The modified vehicles will be required to be operated in varied terrain with temperatures ranging from extreme cold to hot.
- 1.3** Fabrication of Shelter on TATA YODHA (D+4) variant and placement of Genset with proper grouting and maintaining the CG on TATA YODHA (D+1) variant as per approved drawing and Annexure 1.
- 1.4** Fabrication and Modification of TATA Yodha (D+1) and (D+4) for Mobile Node (Recce Vehicles) as per the specification detailed in technical Bid and Drawings attached and Annexure 2.
- 1.5** 02 Nos Modified Vehicle each (D+1) and (D+4) should be supplied within 60 days from the date of Work Order/Purchase Order for PoC/PDI.
- 1.6** Remaining 38 Numbers of Modified TATA YODHA Vehicles, 19 No (D+1) and 19 No (D+4) will be supplied by Bidder after the successful completion of PoC/PDI of initially modified 02 Vehicles. All the terms and conditions for the remaining 38 vehicles will remain the same as for initially 02 vehicles including SD, Delivery schedule for the remaining 38 Modified Vehicles will be Intimated after approval from the Competent Authority and Mutually agreed by the Bidder.
- 1.7** Extension of work order will be sole discretion of M/s ITI Limited. Competent Authority in ITI Ltd. reserved the right to extension the work order.
- 1.8** List of FIM (Free Issue Material) is attached as Annexure 3.
- 1.9** FIM will be provided by M/s ITI Limited at Bidder Premises.
- 1.10** Bidder shall be responsible for the security and safety of the Vehicles and Items supplied by M/s. ITI Ltd.
- 1.11** Only Non-Chinese items will be accepted.

2. Earnest Money Deposit (EMD) / Bid Security Declaration

- 2.1** The bidder will have to deposit earnest money (EMD) @ 2% (Rs. 10,000/-) of the Tender value by mode of provided on e-tendering portal.
- 2.2** The EMD will be refunded within 90 days from the date of opening of tender to unsuccessful bidders whose offers are not accepted.
- 2.3** Bidders registered with MSME need not to submit the EMD. Such firms should produce proof of registration in own name with MSME and NSIC and should provide Bid Security Declaration form.
- 2.4** EMD shall not carry any interest. The EMD will be forfeited, if the bidder withdraws its bid during the period of Tender validity or not willing to accept the terms and conditions of tender/contract. In case of MSME vendors, necessary provision will be invoked for failure to honour the tender conditions as per MSME/NSIC statutory provisions/act.

3. Security Deposit (PBG)

- 3.1** Successful bidder (s) needs to deposit of 3% of work order as an Interest Free Security Deposit in the form of PBG. The Security Deposit amount will have kept till the validation / completion of contract. EMD will be converted as security deposit for successfully bidder. Earnest money will be kept as interest free Security Deposit till successful completion of the contract of the bidder (s) whose tender(s) is / are accepted.
- 3.2** If value of EMD is less than Security Deposit amount (3% of Work Order) then balance amount will be deposited at the time of work order.

4. WARRANTY

- 4.1** The successful bidder shall be given a minimum Two-year warranty from the date of Delivery of Modified Vehicles.
- 4.2** All items should be fully matched with our specifications as mentioned in technical Bid. Mismatch or other equivalent items will not be accepted.
- 4.3** Any defect or deflection happening at the time of Fabrication and modification of this shelter in without any approval from the competent authority. This will be rectified and re-fabrication has done as per terms and technical specifications in free of cost on the immediate basis and after this will be handover to defined address.
- 4.4** Any manufacturing defect during the warranty period (min two years) shall be

replaced/corrected by the vendor free of cost immediately at customer premises (PAN INDIA).

5. PAYMENT TERMS

- 5.1** The vendor will submit the tax invoice for the fabricated shelter as per drawing.
- 5.2** The payment will be made within 60 days after receiving the Tax Invoice with GST Number as mentioned in the billing address.
- 5.3** After the successful Inspection of Vehicles by M/s ITI Ltd. Technical team, 60% of the bill value will be processed. The remaining 40% of the bill value will be processed after PoC/PDI.
- 5.4** The final bill shall be submitted by the Bidder after the issuance of completion certificate by the Engineer in Charge, which will be issued after satisfactory performance of one trial/operational activity. No further claims shall be made by the Bidder after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of the bill shall be made within the 60 days; the period being reckoned from the date of receipt of the bill by the Engineer-In-Charge.

6. GENERAL TERMS & CONDITIONS

- 6.1** Bidders/Firms that fulfill the requirements mentioned in this tender document shall be eligible to apply.
- 6.2** On the tender opening date, the bidders can log-in and see the bid opening process.
- 6.3** Bidder can upload documents in the form of PDF format only.
- 6.4** Bidder must quote rate items separately per format given in Financial Bid.
- 6.5** If any cell is left blank and no rate is quoted by the bidder, the Rate of such items shall be treated as rupees "0" (ZERO)
- 6.6** The eligibility documents shall be opened first for technical bids on the due date and time as mentioned above. Financial evaluation of Bidders/Firms who qualified in technical evaluation will be opened on the later date.
- 6.7** ITI Limited reserves the right to reject any or all the tenders without assigning any reason thereof.
- 6.8** Quoted Rate validity shall be for two years.

- 6.9** The rates will be submitted as per the financial bid (**Annexure-10**). Financial bid in another format shall be liable to be rejected.
- 6.10** In case, if the bidders do not submit any tender relevant document as mentioned in Technical Bid, his bid will be outright rejected and the bid will not be considered for further evaluation.
- 6.11** As the items will use in Defense Project therefore only Non-Chinese items will be accepted. Bidder shall also submit the undertaking for supply of Non-Chinese items (Undertaking format is given in **Annexure-3** in tender document).
- 6.12 GOVERNMENT LAW:** - All suits shall be instituted in a court of competent jurisdiction at Delhi and in case of arbitration; the Indian Arbitration Conciliation Act 1996 is applicable.
- 6.13** Ethical bond will be considered for overall project. Please check it before submitting the tender/ or uploading the supporting documents.
- 6.14** Competent Authority in ITI Ltd. has the right to accept or reject any or all tenders without assign any reason. Tender receipt after due date will not be considered.

7. PENALTY TERMS

In the event of the Bidder fails to provide the delivery as per given timelines/schedules, The ITI Limited, as his discretion, withholds any payment until the completion of the delivery. Further, the ITI Limited may also deduct LD @ 0.5% of the contract value for every week of delay for undelivered portion of the order, subject to maximum value of LD being not higher than 5% of the contract value.

In the case, LD reaches up to its maximum value as defined hereinabove. The ITI Limited reserves the right to terminate the contract.

Further, in case of delay in the delivery and ITI is of the opinion that such delay of delivery impacts entire project then ITI holds the right to:

- a. Arrange the similar material/work from any other agency/ third party and the difference cost of such arrangement will be barred by the bidder.
- b. Reserves the right to terminate the contract with the bidder.

8. DELIVERY SCHEDULE

- a. Within 60 days of from the issued date of work order.

9. Insurance

The Goods supplied under this Contract shall be insured by the bidder by taking adequate insurance with IRDA approved insurers against, any loss or damaged during transit, up to the time it is installed at the Tenderer's designated location. For the Operations and Maintenance phase, the insurance taken should cover risks such as fire, earthquake, War, cyclone and any natural disaster. The bidder shall submit to the Tenderer, Certificate of insurance by the IRDA approved insurance company, indicating that such insurances have been taken.

10. TENDER BID (PART-A)**Documents to be uploaded by the Bidder:**

(Please upload supporting documents wherever required & applicable):

Sr. No	Description	Compliance /Documents to be Uploaded
1	Technical Bid (Annexure-1)	
2	Contact Details (Name, Designation, Contact No., E-Mail ID, Website etc.	
3	Organization / Company Profile	
4	Registration Certificate	
5	Details of any P.O/W.O(Proof of document Financial work order of minimum same or 50 % value of this tender) in last three years supply of Shelter Manufacture or similar work in Government / Semi Government Organizations / PSUs/ Autonomous Body or Institute or Organization/Pvt Company.	
6	PAN and GST Registration certificate	
7	Undertaking for supply of non-Chinese items (Annexure-3)	
8	EMD @ 2% of Tender Value (MSME Certificate, if yes, submit MSME certificate and Bid Security Declaration Form if no, submit payment receipt @ 2% of Tender Value or Bank Guarantee)	
9	Clause by clause compliance to all the terms and conditions as per tender and upload/submit full tender with Stamp, Sign-Signature or Digital Signature Certificate (DSC).	

10	All other docs as mentioned in this Tender elsewhere for supporting	
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Annexure-1**TECHNICAL BID**

Ser	Specification	Compliance (Yes/No)		
1.	<p>(a) The vehicle after modification should be seepage and dust proof.</p> <p>(b) Adjustment should be clearly made to the vehicle as the center of the gravity of the vehicle should not be changed.</p> <p>(c) Vehicle should be shock proof and sufficient quantity of Vibration pad should be provided at the time of fabrication and fixing/General arrangement of FIM materials as per Annexure-10.</p> <p>(d) Concealed wiring should require for power arrangement.</p>			
2.	<p><u>Design Loading.</u></p> <p>(a) <u>Floor.</u> Uniform distributed load of 160 Kg per square meter, inclusive of self-weight of containerized modified vehicle.</p> <p>(b) <u>Roof.</u> Roof snow load specification of 40 Kg per sqm.</p> <p>(c) <u>Wind.</u> Maximum wind speed reckoned is 120 Kmph.</p>			
3.	<p><u>Size.</u> All Physical dimension parameters have tolerance limit $\pm 10\%$.</p>			
4.	<p><u>Floor Section.</u> Uniform distributed load of 160 kgs per square meter. The floor section shall be covered throughout by anti-static shock proof flooring.</p>			
7.	<p><u>Roof Section.</u> Roof section will be tumbler construction, chambered to facilitate rainwater drain. Roof snow load specification of 40 kg per square meter.</p>			
8.	<p><u>Door.</u> Should keep the vehicle rear side and Off Road side.(As per attached drawing)</p>			
9.	<table><tr><td>Type</td><td>The modification of vehicle will be box type container fixed to the existing chassis of the vehicle. The container shall be super structure and welded/ fastened to the chassis as per design and specification provided.</td></tr></table>	Type	The modification of vehicle will be box type container fixed to the existing chassis of the vehicle. The container shall be super structure and welded/ fastened to the chassis as per design and specification provided.	
Type	The modification of vehicle will be box type container fixed to the existing chassis of the vehicle. The container shall be super structure and welded/ fastened to the chassis as per design and specification provided.			
10.	<table><tr><td>Construction</td><td>The modification shall be carried out to provide a dust free closed environment by covering the existing superstructure,</td></tr></table>	Construction	The modification shall be carried out to provide a dust free closed environment by covering the existing superstructure,	
Construction	The modification shall be carried out to provide a dust free closed environment by covering the existing superstructure,			

		duly strengthened, by 1.20 mm Cold Rolled (CR) steel sheet (exterior wall).	
11.	Floor section	The existing floor will be strengthened by laying a smooth galvanized sheet of 1.20 mm thickness, suitably fixed or welded or welded to the existing floors. The floor section shall be covered throughout by antistatic sheet.	
12.	Roof section	Roof section will be sandwiched construction, chambered to facilitate rainwater drain. Outer cladding-1.20 mm Cold Rolled (CR) sheet to be used.	
13.	Office space	It shall be of dimensions as given in drawing and shall have suitable angle iron mounting to place as per drawing. The compartment shall have electrical points as required.	
14.	Wall section	The wall will be made in the form 1.20 mm steel external cladding steel sheet (CR).	
15.	Door	<p>(a) One Door of suitable size 1000 x 750 mm made with 1.20 mm Cold Rolled (CR) steel sheet at rear side.</p> <p>(b) One Door of suitable size at off road side to be provided of CR Sheet.</p> <p>(c) Door will be made of mild steel rectangular tubing, primed and fitted with non-removable pin hinges and bolt for locking.</p> <p>(d) A collapsible ladder will be provided for entry/exit into the vehicle</p>	
16.	Painting	Metal unexposed surfaces (Interior and Exterior) will be degreased, phosphate and primed with zinc chromate metal primer. All exposed interior will be painted in Off White color and exterior surfaces will be painted with good quality enamel paint in olive green color.	
17.	Electric system/Insula	Electrical insulation and wiring will conform to the general automotive practice and will consist of a plug-in type	

	tion and wiring	incoming console for plugging the generator output with single phase, 230-volt mains switch, concealed conduit, (grounded) outlets, one every 2' on a side wall to suit workstation needs one each on opposite side wall corner. The entire wiring shall be concealed using good quality casing. The following should be provided: - (a) LED tube light - 02 (b) 10A Socket - 04 (c) 20A Socket - 04 (d) Separate wiring for electrical item (e) Caping Casing (f) Vehicle ground earthing (k) Wall mounted Fan – 02 (Suitable for the condition)	
18.	Mounting Shelves and Battery Bays	Mounting shelves and battery tray at both sides using mild steel.	
19.	Ladder	A suitable ladder will be providing to access rooftop. The ladder should be fixed to any of rear side of the body using nut & bolts.	
20.	Fire Fighting Eqpt	01x Fire Extinguisher (ABC type) of 1 Kg Wall mounted to be provided.	
<u>Environment Condition</u>			
21.	The modification should withstand extreme cold and hot temperatures in all types of terrains.		
<u>Direction for Grouting of 5.5 KVA DG Set on TATA Yodha (D+1) Vehicle</u>			
1.	DG Set grouted in such a manner that it should be easily removable and fixable. A movable Channel arrangement should be provided to take out DG from vehicle to ground and vice versa. The channel should be designed and fixed in such a manner that it should sustain the load of DG set during movement of DG Set and Vehicle.		
2	During movement of vehicles in cross country terrain DG Set should be stable. Proper fixing arrangement with vibration pads should be provided by Bidder.		
3	At the time of running the vehicle with DG Set. It will not be unbalance or DG set will not change its position from the grouting. It has sufficient vibration pad so it will transfer all unwanted forces transferred from DG set		

	to ground.	
4	CG of vehicles should be maintained during fabrication and fixing of DG Set on the movable channel. Any deviation in CG will affect the stability of vehicles and bidder will responsible for the same. Vehicle with deviated CG will not be accepted. Calculation for CG should be provided by Bidder.	
5	Vibration Pad of suitable quantity with high strength should be provided by Bidder. For Weight of 5.5 KVA DG set is approximate 950 ± 10 Kg. Dimension of DG Set is as per drawing attached.	

11. TENDER BID (PART-B)

FINANCIAL BID

- 1. Financial bid Proposal shall be submitted online only in excel format.**
2. The Financial bids of only those bidders will be opened who qualify the technical bid as above.
3. All Taxes and other financial inputs will be impact for calculation of L-1 bidder.
4. ITI reserves the right to offer the work to the party found suitable technically and commercially.
5. Quoted price will be applicable for further 38 nos. vehicle (19 Nos D+1 and 19 Nos D+4 Variant) as per drawing.

Annexure 2

FINANCIAL BID

S. No	Description	Quantity (No.)	Price (In Rs.)	GST 18%	Total Price (Included GST) Rs.
A.	Fabrication and modification of D+1 Vehicle as per Drawing and NIT	01			
B.	Fabrication and modification of D+4 Vehicle as per Drawing and NIT	01			
Total (Rs.)					

12. EVALUATION OF BIDS:

- a. The evaluation of bid will be evaluated on the basis of the financial bid submitted by bidder.
- b. Evaluation of bids will be done based on adding serial no. A+B of Annexure-2.

Instructions for Online Bid Submission through ITI e-Biding Portal

The bidders are required to submit soft copies of their bids electronically on the e-wizard Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the e-Procurement Portal <https://itilimited.euniwizarde.com/>, prepare their bids in accordance with the requirements and submitting their bids online on the e- Procurement Portal.

More information useful for submitting online bids on the e-Procurement Portal may be obtained at: <https://itiltd.euniwizarde.com/>

REGISTRATION

1. Bidders are required to enroll on the e-Procurement Portal (<https://itilimited.euniwizarde.com/>) by clicking on the link “Bidder Enrollment” on the e-wizard Portal by paying the Registration fee of Rs.2,360/-(incl tax) per year charge.
2. Once the bidders have selected the bids of their interest, the bidder can pay the processing fee through Net-Banking/Debit/Credit Card and if you have made the payment once, it will be non-refundable.
3. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
4. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidder.
5. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Capricorn/ Sify / TCS / nCode /e Mudhra etc.), with their profile.
6. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
7. Bidder then logs in to the site through the secured log-in by entering their user ID/ Password and the password of the DSC/e-Token.
8. The scanned copies of all original documents should be uploaded on portal.
9. For any Query contact to Mr. NavneetMob-09355030630, and helpdesk Number 011-

49606060. Also write a e-mail to: helpdeskeuniwizarde@gmail.com

Annexure-3

Undertaking for Supply of Non-Chinese Items

It is certifying that the items supplied by me are non-Chinese. As the items are use in the Project of Indian Army. I will not supplied any cards/ components/ ancillaries etc which are made in china. If any disciplinary was found against me my tender bid may be cancelled at any stage.

Sign and seal

Name of authorized Official

Legal Stamp

Annexure 4

Undertaking for Not Blacklisting
(Non- Blacklisting declaration)

Subject: Non- Blacking declaration in connection with participation in tender no:

Dear Sir,

This is certifying you that our Firm/company/organization intends to submit a proposal to invitation for tender No: _____ for providing _____ In accordance with the above we declare that:

- a. We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this agreement.
- b. We are not blacklisting by any Central/State Government/Agency of Central/State Government of India or any other country in the world/Public Sector Undertaking/any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities.

Sincerely,

(Bidder's Name)

Name

Title

Signature

Annexure-5

ETHICAL BOND

1. Whereas CPSU ITI Limited Delhi having its registered office at Doorvani Nagar Bangalore -560016 in the state Karnataka, India and includes a duly authorized representative of the company or any other person empowered in this behalf by the company to discharge all or any of its functions. ITI Ltd. Delhi (Network System Unit), represented by **General Manager**, hereinafter referred to as the Principal and the first party, proposes to award Work Order/PO for the supply of non-Chinese integrated cable and M/srepresented by Shri, (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the Bidder and the second party, is willing to offer/ has offered the stores/services.

2. Whereas the Bidder is a private company/public company/partnership/ registered agency, constituted in accordance with the relevant law in the matter and the Principal is a Public Sector Undertaking under Government of India.

Objectives:

3. Now, therefore, the Principal and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

3.1 Enabling the Principal to obtain the desired product at a competitive price in accordance with the specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and works.

3.2 Enabling bidder to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Principal will commit to prevent corruption in any form by their officials by following transparent procedures.

Commitments of the Principal:

4. The Principal commits itself to the following:

4.1 The Principal undertakes that no official of the Principal, 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.

4.2 The Principal will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders 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. All the officials of the Principal will report to the Management any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of contract, demand, take a promise for or accept, for self or third person, any Material benefit which the person is not legally entitled to.

4.3 In case any such preceding misconduct on the part of such official (s) is reported by the Bidder to the Principal, with full and verifiable facts and the same is prima facie found to be correct by the Principal, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Principal 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 Principal the proceedings under the contract would not be stalled.

Commitments of Bidder:

5. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his 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 commits himself to the following:

5.1 The Bidder will not offer, directly or through intermediaries, any bribe, consideration, gift, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the principal, connected directly or indirectly with 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.

5.2 The Bidder further undertakes that he 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 Principal 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 Principal for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with respect to the Principal's Organization.

5.3 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.

5.4 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

5.5 The Bidder confirms and declares to the Principal that it has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Principal, 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.

5.6 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 Principal 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.

5.7 The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal 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.

5.8 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

5.9 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above. If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the principal, or alternatively, if any close relative of an officer of the Principal has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender.

6.0. Any failure to disclose the interest involved shall entitle the Principal to rescind the contract without payment of any compensation to the Bidder.

6.1 The term '**close relative**' for this purpose would mean spouse whether residing with

the Principal's employee or not, but not include a spouse separated from the Principal's employee by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Principal's employee, but does not include a child or step child who is no longer in any way dependent upon the Principal's employee or of whose custody the Principal's employee has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Principal's employee or to the Principal's employee's wife or husband and wholly dependent upon Principal's employee.

6.2 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 Principal, and if he does so, the Principal shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the principal resulting from such rescission and the Principal shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

Validity: The validity of this Integrity Pact shall be from date of its signing and extend till the complete execution of the contract to the satisfaction of both the Bidder and the principal.

The Parties hereby sign this Integrity Pact at _____ on _____

BIDDER

.....
.....
.....

Witness

1.....
.....
.....

2.....
.....
.....

Annexure-6

NON-DISCLOSURE AGREEMENT (NDA)

(Between M/s. ITI Ltd & M/s)

This Agreement is made on..... day of.....between **M/s ITI Limited** a company incorporated under the Indian Companies act. 1956 and having its registered office at **ITI Bhawan, Doorvaninagar, Bangalore-560016** with CIN No: L32202KA1950GOI000640 herein after called "ITI"

AND

M/s.xxxxx, a Company/LLP/Partnership Concern incorporated under the Companies Act, 1956/2013 or registered under partnership act 1932, having its Registered Office at, CIN No - (hereinafter referred to as "Bidder" which shall include its successors and permitted assigns, herein after referred to as Bidder;

Which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

The bidder and ITI are hereinafter also referred to individually as "Party" and collectively as "Parties".

Background:

The Parties are evaluating and negotiating a potential contractual relationship, subject to mutually agreed definitive agreement, as per Tender No. -----due on issued by ITI Limited for PROVIDING SERVICES OF CUSTOM HOUSE AGENT(CHA) & LOGISTIC SUPPORT (WAREHOUSE & TRANSPORTATION) AT VARIOUS LOCATION.

(A) ITI may in these evaluations and negotiations disclose certain Confidential Information (as defined below) to the bidder;

(B) The Parties agree that the disclosure and use of Confidential Information is to be made on the terms of this Agreement.

The Parties agree as follows:

Whereas the bidder is a prospective party to bid for the execution of the work of custom house clearance & logistic support for ASCON-PH-IV. The bidder will be issued details pertaining to locations as well equipment's which is highly classified and confidential information. The information is to protect from unauthorized use and

disclosure.

In consideration of this, the bidder agrees as follows: -

1. This Agreement will apply to all information hereto pertaining to project ASCON Phase-IV disclosed by M/s ITI Ltd to the bidder in writing or otherwise. Information consists of location details, equipment details and /or technical information, and all copies and derivatives containing such information that may be disclosed to bidder for and during the Purpose. Information may be in any form or medium, tangible or intangible, and may be communicated / disclosed in writing, orally, or through visual observation or by any other means by ITI to the bidder.
2. The bidder shall use the information pertaining to this project only for the purpose and shall hold information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the information and shall grant access to information only to its employees who have need to know, but only to the extent necessary to carry out the business purpose of this project as defined. The BIDDER shall cause its employees to comply with the provisions of this Agreement applicable and shall not reproduce information. The BIDDER may, however, disclose the information to its consultants as per need-to-know requirement, provided that by doing so, the BIDDER agrees to bind those consultants to terms at least as restrictive as those stated herein, advising them of their obligations and indemnify ITI Ltd for any breach of those obligations.
3. The BIDDER shall not disclose any information pertaining to this project to any third party.
4. The BIDDER recognized and agrees that all the information pertaining to this project is highly confidential and is owned solely by Ministry of Defense, Government of India and that the unauthorized disclosure or use of such confidential information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, the BIDDER agrees that ITI will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a

breach.

5. The BIDDER's failure to enforce any provision, right or remedy under this agreement shall not constitute waiver of such provision, right or remedy.
6. This Agreement will be construed in, interpreted and applied in accordance with the laws of India.
7. This Agreement attached hereto constitutes the entire agreement with respect to the BIDDER's obligations in connection with information disclosed hereunder.
8. The BIDDER shall not assign this Agreement without first securing ITI's written consent.
9. This agreement will be in effect from the date of the disclosure of confidential information.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their duly authorized officer or representatives.

M/s-----

M/s ITI Limited

Signature _____

Signature _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Witness No. 1 _____

Witness No. 1 _____

Name _____

Name _____

Witness No. 2 _____

Witness No. 2 _____

Name _____

Name _____

Annexure-7

COMPLIANCE TO NO VARIANCE/DEVIATION IN BID

NAME OF WORK:

TENDER REF NO:

We hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions whatsoever of the Bidding Documents and Amendment(s)/ Addendum(s) to the Bidding Documents, if any, for subject work/tender issued by ITI Limited. We hereby further confirm that any terms and conditions if mentioned in our bid (Un-priced as well as Priced Part) shall not be recognized and shall be treated as null and void.

Place :

Date :

Bidder's Company Seal :

Authorized Signatory's Signature :

Authorized Signatory's Name and Designation:

Annexure-8

UNDERTAKING FOR NON-ENGAGEMENT OF CHILD LABOUR

NAME OF WORK:

TENDER REF NO:

I/ We hereby declare that:

- a) We are committed to elimination of child labour in all its forms.
- b) Neither we nor any of our authorised sub-contractor(s) are engaging Child Labour in any of our work(s) in terms of the provisions of The Child Labour (Prohibition and Regulation) Act, 1986 and other applicable laws.
- c) We as well as our nominated sub-contractor(s) undertake to fully comply with provisions of The Child Labour (Prohibition and Regulation) Act, 1986 and other applicable labour laws, in case the work is awarded to us.
- d) It is understood that if I/We, either before award or during execution of Contract, commit a transgression through a violation of Article b /c above or in any other form, such as to put my/our reliability or credibility in question, the Owner is entitled to disqualify us from the Tender process or terminate the Contract, if already executed or exclude me / us from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Owner. Such exclusion may be for a period of 1 year to 3 years as per the procedure prescribed in the guidelines for holiday listing of the Owner.
- e) I/We accept and undertake to respect and uphold the Owner's absolute right to resort to and impose such exclusion.

Place :

Date :

Bidder's Company Seal :

Authorized Signatory's Signature :

Authorized Signatory's Name and Designation:

Annexure-9

Tender Ref No:

Dated:

Bid Security Declaration Form

<Letter head of the bidder>

<Date>

To,

ITI LIMITED,

Delhi

I/We, the undersigned, declare that:

I/We understand that bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you/ MeitY f or a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity or its extended period, if any; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity

(i) fail or reuse to execute the contract, if required, or

(ii) fail or refuse to furnish the Performance Bank Guarantee, in accordance with the Instructions to Bidders.

c) If the bidder is found indulging in any corrupt, fraudulent or other malpractice in respect of the bid;

or

d) If there is a discrepancy between words and figures quoted by the bidder and the bidder does not accept that the amount in words prevails over amount in figure.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder,

upon the earlier of (i) the receipt of your notification of the name of the successful Bidder

; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed:

(Insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name:

(Insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for and on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a consortium, the Bid Securing Declaration must be in the name of all partners to the consortium that submits the bid)

Free Issue Material (FIM) and Responsibility are given bellow:

S. No.	Items	AU	Qty per Vehicle	Make & Model	Supply by	Installation by	Commission by	Remarks
1	Vehicle (D+1)	No.	1	TATA Yodha 4X4	M/s. ITI Ltd	Bidder	Bidder	As per drawing
2	Vehicle (D+4)	Nos.	1	Tata Yodha 4X4	M/s. ITI Ltd	Bidder	Bidder	As per drawing
3	SMF 12 V 75 AH Battery	Nos.	10	Exide	M/s ITI Ltd	Bidder	Bidder	As per drawing
4	12 V 100 AH Battery	Nos.	1	Exide	M/s. ITI Ltd	Bidder	Bidder	As per drawing
5	800 VA UPS	Nos.	1	Techer	M/s. ITI Ltd	Bidder	Bidder	As per drawing
6	GPS with Std & Aux. Items	Nos.	1	Garmin	M/s. ITI Ltd	Bidder	Bidder	As per drawing
7	Splicing Machine	Nos.	1	Sumotomo	M/s. ITI Ltd	Bidder	Bidder	As per drawing
8	OTDR	Nos.	1	EXFO	M/s. ITI Ltd	Bidder	Bidder	As per drawing
9	RF Power Meter	Nos.	1	R&S Make and Model -NRX	M/s. ITI Ltd	Bidder	Bidder	As per drawing
10	5KVA UPS	Nos.	1	Techer	M/s. ITI Ltd	Bidder	Bidder	As per drawing

11	18 AH 12 V Battery	Nos.	4	Exide	M/s. ITI Ltd	Bidder	Bidder	As per drawing
12	Power Board	Nos.	As per Drawing		Bidder	Bidder	Bidder	As per drawing
13	Sheet Metal Storage Box with Foam lining for S.No 6 to 9	Nos.	1		Bidder	Bidder	Bidder	As per drawing
14	DG 5.5 KVA	Nos.	1	Kirloskar	M/s. ITI Ltd	Bidder	Bidder	As per drawing

Termination

ITI Ltd has various clauses for termination as under:

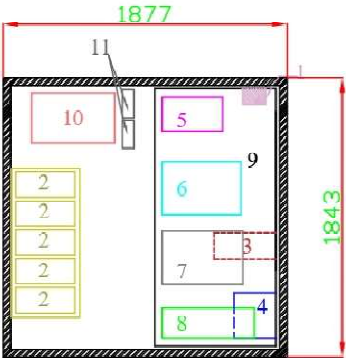
S. No.	Details for Termination
	Termination for non-performance (not meeting SLA)
1	<p>ITI Ltd, may, withhold prejudice to any other remedy for breach of contract by giving written notice of 30 days to the Bidder, terminate the contract in whole or part</p> <ol style="list-style-type: none"> If the BIDDER fails to deliver any or all of the services within the period(s) specified in the contract or within any extension thereof granted by the ITI Ltd pursuant to conditions of contract or The Sealed BIDDER breaches its obligations under the scope document or the subsequent agreement and if the breaches is not cured within 30 days from the date of notice or Serious discrepancy or demonstration deterioration in the quality of service expected during the implementation, rollout and subsequent maintenance process or There has been a breach of confidentiality to the interest of ITI Ltd. Decision of ITI Ltd in this connection shall be final and binding on the successful BIDDER. The selected BIDDER (i) has winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.
2	<p>Termination for Insolvency</p> <p>ITI Ltd may at any time terminate the Contract by giving written notice of 30 days to the BIDDER, if the BIDDER becomes bankrupt or otherwise insolvent. In this event termination will be without compensation to the BIDDER, provided that such termination will not prejudice or affect any right of action or remedy, which has occurred or will accrue thereafter to the ITI Ltd.</p>
3	<p>Termination for the convenience of ITI Ltd</p> <p>The ITI Ltd. May, at any point during the currency of this contract by giving 30</p>

	<p>days advance notice to the BIDDERS without assigning whatsoever reason. In this event, termination will be with compensation for the expenses made till that point for enabling ITI NIT by BIDDER. In case termination is due to delay of milestone beyond reasonable limits from vendor. In case termination is due to delay of milestones beyond reasonable limits from vendor, in spite of repeated reminders, ITI may decide not to compensate.</p>
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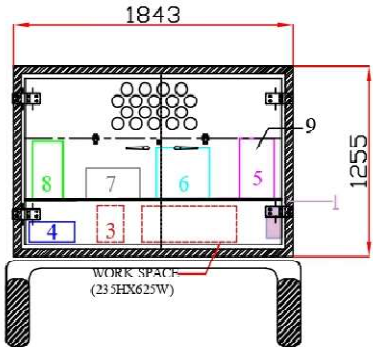
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SHEET:- 1 OF 1
PROVISIONAL APP.
01-02-2022 RG

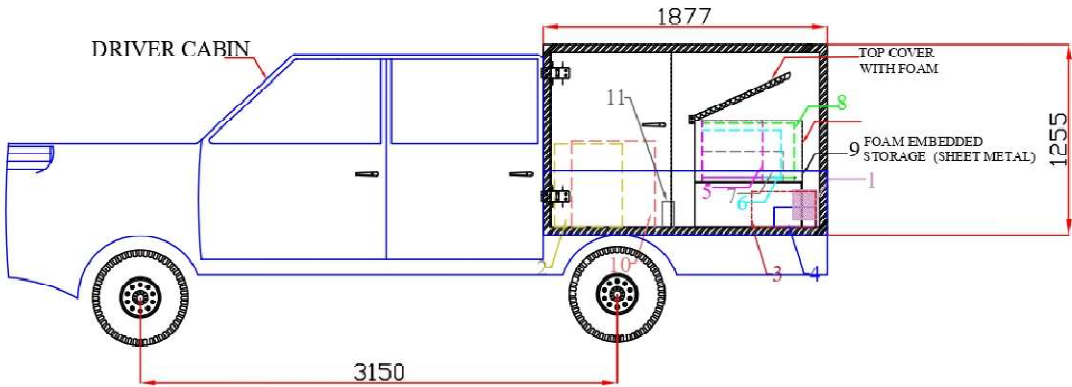
SL.NO.	QTY.	DESCRIPTION	DIMENSIONS (LXWXH)
01	01	POWER BOARD (TO BE FIXED RIGIDLY)	
02	10	SMF 12V 75AH BATTERY (2 X 5) WITH RACK	(392X166X176)
03	01	12V 100AH BTY.	408X174X235
04	01	800 VA UPS	275X300X130
05	01	GPS WITH STD. & AUX. ITEMS (SPACE)	400X225X400
06	01	SPLICING MACHINE (SPACE)	520X350X341
07	01	OTDR (SPACE)	535X355X203
08	01	RF POWER (SPACE)	610X200X385
09	01	SHEET METAL STORAGE BOX WITH FOAM LINING FOR SL. 5 TO 8	(1693X710X400) approx
10	01	5 KVA UPS	550X330X570
11	04	18AH 12V BATTERY (2 X 2) WITH RACK	181X76X167



TOP VIEW OF VEHICLE



REAR VIEW OF VEHICLE



SIDE VIEW OF VEHICLE

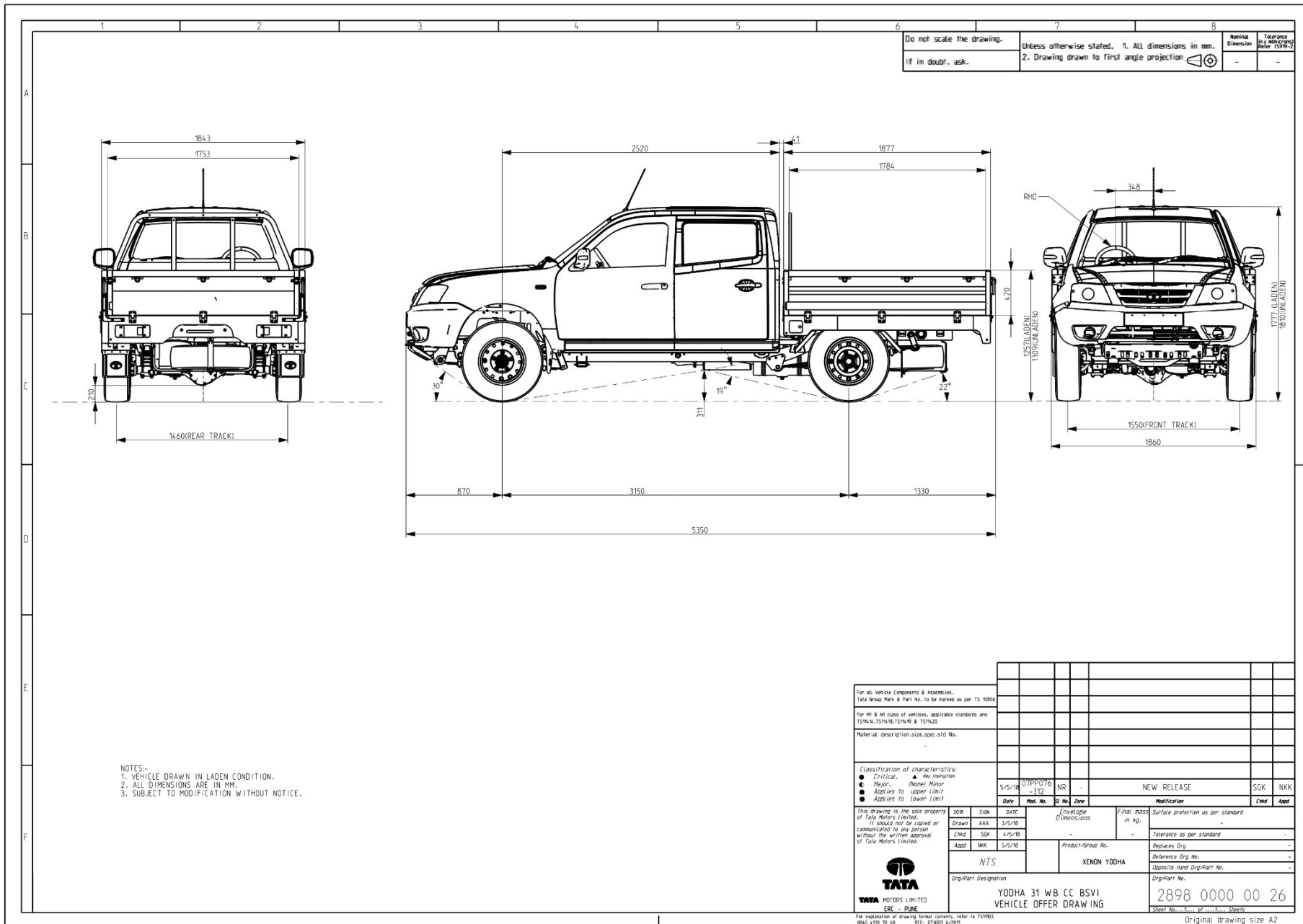
PROVISIONAL
SIGN:-

ALL DIMENSIONS IN 'mm'

REF.:-- ASCON PHASE
IV
W.O.:-- XXXXXX
U.O.:-- XXXXXX

RECCE VEHICLE LAYOUT

DRN. RAHUL	ENGR. RAHUL KUMAR	
TRD. - -		
CHD. AARYAN	APP. W.H. SIDDQUI	
XXXXXXXXXX	ITI LIMITED BENGALURU-16	A4



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