

EOI / RFP for Leasing out CNC Machinery Lines , Paint Shop & Chemical treatment Line along with other utilities.



ITI LIMITED

Sultanpur Road, Raebareli – 229010 (UP)

Phone: 0535 – 2702224/ M- 7355983648

Website: www.itild.in

EOI / RFP No: **EVW18H1636RL** Dated – **23/08/2024**

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Invited By:

ITI Limited

Sultanpur Road, Raebareli – 229010 (UP)

Phone: 0535 – 2702224 / M- 7355983648

Website: www.itild.in

Proposal in the form of EOI / RFP is requested for the item(s) incomplete accordance with the documents/attachments as per following guidelines.

- ❖ This is an EOI/RFP for Leasing out CNC Machinery Lines , Paint Shop & Chemical treatment Line along with other utilities (Detailed below) at ITI Limited Rae Bareli (UP). EOI / RFP is hereby invited in two bid system from reputed , experienced and financially sound organizations working in the mechanical component manufacturing sector for leasing out the machinery lines under lease agreement.
- ❖ Proposed lease of machine lines will be only in the 'as-is-where-is' condition. However the bidder may visit the site to access the machinery condition before quoting the rates. No claim on account of lack of knowledge will be entertained later on. Financial bid shall be opened only of those bidders who qualify in Eligibility and Technical bid.
- ❖ Photographs of Plant & Machineries included as Annexure-I.
- ❖ Proposer may refer instruction, proposed lease terms and submit proposals as per format. ITIL reserves itself the right to reject any of received proposals / offers. ITIL also reserve the right to add or remove items proposed for leasing out in a later stage.

ITIL may, for any reason carry out amendment(s) to this EOI document at any time before or after submission of EOI. Amendments including extension of due date if any will be made available in website <https://itilimited.ewizard.in/> Interested parties are advised to visit website regularly until proposals are opened.

Note- The above enquiry is also available on the website www.itilttd.in, www.eprocure.gov.in for viewing purpose and for participation & submission on <https://itilimited.ewizard.in/> only.

Guidelines / Instructions to Bidder:-

- ❖ This bid has been invited through e-tendering mode only.
- ❖ Bids complete in all respects should be submitted on or before the BID DUE DATE.
- ❖ Bidder shall provide clause by clause compliance. Please spell out any unavoidable deviations, Clause/ Article wise in your bid under the heading Deviations.
- ❖ Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid ,even if any deviation or exclusion may be specifically stated in the bid. Such price changes shall render the bid liable for rejection.
- ❖ The commercial bid of only those bidders shall be opened which meet all the eligibility and technical criteria as per format asked in EOI/RFP.
- ❖ Bids shall remain valid for 180 Days after the date of opening of Commercial Bid. A Bid valid for a shorter period shall be rejected as non-responsive
- ❖ Submission of Bids shall be only through e-tendering process on <https://itilimited.ewizard.in/> which is mandatory for this Tender.
- ❖ Tender Type: Two bids i.e., Technical and Financial Bids shall be submitted by the bidder at the same time on the above mentioned tendering portal.
- **Note-** It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before online submission. Price Bid (Excel Format) may be downloaded and rates may be filled appropriately. For any portal related issues contact: **Mr. MayurTyagi Mob 9355030615, MrNavneet Mishra Mob : 9355030630& Mr. Abhishek Mob: 9355030617.**

EOI / RFP for Leasing out CNC Machinery Lines, Paint Shop & Chemical treatment Line along with other utilities.		
1	Pre-bid meeting	01/09/2024
2	Bid Due date	16/09/2024 up to 17:00 Hrs.
3	Date & Time of opening of Technical Bid	16/09/2024
4	Venue of opening of Technical & Commercial Bid/s	ITI Limited Sultanpur Road, Raebareli – 229010 (UP)
5	EMD	Rs. 2,88,000/- (Rupees Two Lakh Eighty Eight Thousand only)
6	Contact Person	Mr. RR Pandey, (DGM-PPM, Mktg. & LC) E-mail: rrpandey_rbl@itilttd.co.in Mobile No. -8004175220 .

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1. Introduction

ITI Ltd. has following strong product and service offering, which shall be utilized to become equal partner in this growth track of the nation by bidding for various tenders, published by various govt. agencies.

1.1 Products :

- Smart energy meters, GPON OLT and ONT, PCM multiplexers
- Smart cards and banking cards, Hand held terminals for smart card authentication
- Set top boxes, Wi-Fi equipment, Multiple types of encryption devices for defence
- Solar power module, Switched mode power supply system
- Internet of things (IOT) products, Radio modems, AN Rack hardware
- Mini personal computers, Bank automation products, Optical Fiber Cable
- Permanently Lubricated HDPE Telecom Duct

1.2 Services :

- Installation, Commissioning and Maintenance services for Telecom and other supplied equipment
- Contract manufacturing services, Component screening services, Data Centre hosting services etc.

We are writing to express our interest in leasing out CNC Machinery Lines , Paint Shop & Chemical treatment Line along with other utilities. along with utility items like Compressors, crimping machine, welding machine, FLT, available toolings, Office area in shop.

We believe that this leasing out arrangement would be mutually beneficial for both of us and we are confident that the machine will meet your requirements.

2. Properties / Plant & Machinery proposed for leasing out:-

2.1 CNC PUNCH PRESS- 01 No.

Make : AMADA , Model : EM2519 NT

Press Capacity : 20 Ton

Max Sheet Size : 1270 x 5000 mm

No. of tool station 45 Nos. (4 Auto Index)

Year of Purchase : 2006

2.2 CNC Bending -01 No.

Make : AMADA , Model : HDS 1303

Press capacity : 130 Ton

Bed Length : 3220mm

Max Width form : 700 mm

No. of control Axis : 09 Axis

Year of Purchase : 2006

2.3 CNC Bending -01 No.

Make : AMADA , Model : HDS 2204

Press capacity : 220 Ton

Bed Length : 4280 mm

Max Width form : 700 mm

No. of control Axis : 09 Axis

Year of Purchase : 2006

2.4 Chemical treatment Line (01 set = 04 Tanks)

Make : Crescent

Year of Purchase : 2006

2.5 Powder Coating machine with two nos. of booth (01 Set)

Make : Intech Surface coating

Year of Purchase : 2008

2.6 FLT - 01 nos.

2.7 Air compressors- 02 Nos.

2.8 Crimping Machine -01 No.

Make : Pemsarter, Model : 2019M

2.9 Spot Welding – 01 No.

2.10 MIG Welding – 02 No.

2.11 Toolings – 01 Lot

2.12 Plant & Machinery Area –

60.00 m (L) X 80.00 m (W) + 16.00(L) x 4.00(W) = 4864.00 sqm.

3. Eligibility Criteria :-

- 3.1 Indian Firms which are manufacturers of mechanical component or their authorized representative having formal MOU agreement with such firms. Firms will submit supporting documentary proof for the above along with their bid.
- 3.2 The bidder should have valid PAN number (Copy to be submitted along with the bid).
- 3.3 Bidder shall submit Certificate of incorporation.
- 3.4 The bidder should have valid GSTIN registration number (Copy to be submitted along with the bid). There should not be any GST default in the name of the Lessee/Organization.
- 3.5 Bidder(s) should have Minimum Average Annual Turnover (MAAT) of 2.0 Cr, during preceding Three Financial Years FY 2023-24, 2022-23 & 2021-22 . Bidder is required to upload/submit mandatorily all Audited Balance sheets and CA certified profit & loss account statements for the last three years .
- 3.6 Declaration of no Debarment / Blacklisting etc. should be furnished by bidder as per Annexure VI.

4. Financial Bid

- The bidder shall quote the monthly rent proposed (Excluding electricity & water charges) in Proforma given as Annexure-II.

Instruction to Bidders:

- i) Interested parties are invited to submit their offer along with details of their organization enclosing all relevant supporting documents .
- ii) Proposed terms of lease are enclosed.
- iii) An EMD of Rs. **2,88,000/-** (Rupees Two Lakh Eighty Eight Thousand only) shall be submitted by the bidder in favour of M/s ITI Limited , Rae Bareli in the form of DD/ Banker cheque / NEFT/ RTGS or directly through e-tendering portal.
- iv) Unsuccessful Bidder's EMD will be refunded within thirty (30) days from the date of award of work to the successful bidder on a written request.
- v) The successful Bidder's EMD will be discharged upon the Bidder signing the Contract/Agreement and furnishing the Performance Bank Guarantee.
- vi) The MSME bidders registered with the designated MSME bodies like National Small Scale Industries Corporation etc. are exempted from payment of EMD fee. Micro and Small Enterprise (MSE) bidders should submit their valid Udyam Registration Certificate indicating URN (Udyam Registration Number) issued from MSME in order to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs. URN certificate should broadly cover the Equipment/ Services offered in tender.

- vii) The successful bidder shall sign lease agreement separately within 15 days of the acceptance of their bid.
- viii) The authorized signatory should sign the EOI with date.
- ix) Interested parties can visit ITI Rae Bareli before quoting the rates on any working days between 10 AM to 4 PM to inspect the site and gather information. Contact person in this regard is Shri Raja Ram Pandey (DGM-BD & Marketing), Contact No.: 8004175220 .

5. Proposed Terms & Conditions of lease

- 5.1 All the property, plant & machinery, utility items and fabrication setups will be allotted on lease agreement will be covered under lease. However, the lessor will retain ownership for the items covered under the lease and has the right to cancel the lease agreement if the lessee contravenes the terms of the agreement or engages in an illegal activity.
- 5.2 Lessee will be permitted to use roads/parking area inside the campus.
- 5.3 Proposed lease of machine lines will be only in the 'as-is-where-is' condition.
- 5.4 No modification in the existing machineries will be allowed without prior permission of competent authority of ITIL.
- 5.5 No structural changes / modification in the existing building will be allowed without prior permission of competent authority of ITIL.
- 5.6 Renovation of building / machineries shall be carried out by Lessee at their own cost after obtaining written clearance from Lessor and the buildings and machineries in working condition shall be handed over to Lessor at the end of lease period.
- 5.7 Any additional tools / toolings / equipments / test setups etc. required for manufacturing and testing their products shall be in the scope of Lessee only. However, the same can be taken back by the Lessee at the end of lease period.
- 5.8 ITIL has the right to constitute any inspection committee, comprising of competent persons, to inspect the plant & machinery for ensuring satisfactory performance of the Lessee.
- 5.9 The lease of the subject items shall be initially for a period of **Four (04) years and 11 months. Which may be extended further on mutual consent keeping in view the performance of the lessee.****
- 5.10 After the initial One (01) year period of contract, the contract will be reviewed and continued with flat increase of 10 % rent on the offered rates/previous rental rates after every One year .(Whatsoever the case may be).
- 5.11 Payment Terms:-
 - a) Monthly advance rent shall be paid by the Lessee through NEFT/RTGS to ITIL's account between 1st to 5th day of the month after signing of Lease Agreement.
 - b) In default of payment on due date, interest at 3% per month on each installment due would be charged on the outstanding amount.
- 5.12 Security deposit in the form of PBG of 5 % of total rental value of 4 Years and 11 months shall be submitted by the Lessee. BG shall remain valid for entire period of lease plus 3 months. The BG should be issued from nationalized bank. The PBG will be invoked by ITIL in case of non-payment of lease rent or any other dues payable to ITIL in stipulated time or in case of breach of any terms and conditions of the agreement by Lessee. PBG shall be submitted before signing of the lease agreement.

- 5.13 Either of Lessor or Lessee have to give three (03) months notice to terminate the contract. Any loss incurred to ITIL will be taken from the security deposit.
- 5.14 Renovation of building / machineries shall be carried out by Lessee at their own cost after obtaining written clearance from Lessor and the buildings and machineries in working condition shall be handed over to Lessor at the end of lease period.
- 5.15 At the time of handover tooling should be in good condition.
- 5.16 The activity proposed shall not cause any adverse impact on the bio-diversity in the surrounding area and shall not cause any pollution. Quick, day-to-day disposal of waste material and refuge shall be maintained at their own cost.
- 5.17 List of items handed over to Lessee will be a part of lease agreement and Lessee shall handover the same at the cost and expense of the lessee in good condition subject to normal wear & tears to Lessor at the end of lease period or in case of default on termination of the lease by the Lessor.
- 5.18 The electricity charges shall be paid by the Lessee at actual on monthly basis @ Rs. 10/ unit to M/s ITI Limited. However, if the electricity charges would be increased by UPPCL, the same would be implemented to Lessee. Separate meters shall be provided for the same.
- 5.19 Water charges shall be paid at actual on monthly basis @ Rs11/KL.
- 5.20 In case of Power cut, electricity will be provided through DG. DG Power Consumption Charges as per actual will be charged and it may vary with the price of diesel.
- 5.21 The routine preventive and breakdown maintenance including required spares and consumables of all the items in possession of the Lessee shall be in the scope of Lessee only. The lessee will, however, be entitled to the benefits of the manufacturers.
- 5.22 The lessee will cause the leased-out plant and machinery to be operated in accordance with manufacturer's Manuals and Instructions by competent and duly qualified personnel and in accordance with the applicable government regulations for safety and for the lessee's business purposes only.
- 5.23 Calibration (if required) of the items covered in possession shall be in the scope of Lessee.
- 5.24 During the term of the lease, the lessee shall at its own cost and expense keep the plant and machinery in good repair and working condition.
- 5.25 Proper maintenance of Lighting /Fan in the production hanger shall be responsibility of Lessee.
- 5.26 During the term of lease, the lessee shall furnish to the lessor Annual Audited Accounts duly reflecting the said plant and machinery taken on lease and the lease rentals payable for same.
- 5.27 The lessee shall bear and pay all extra or additional or new taxes or levies in relation to plant and machinery on leasing out the same to the lessee
- 5.28 Security shall be provided by ITIL at main gate for the purpose of checking of material In & Out.
- 5.29 The Lessee will not be entitled to assign sub-let, transfer or part with the possession.
- 5.30 During the period of lease, any damage in whichever form it is made to the property/plant and machinery in use or to the adjoining property caused by the Lessee, will have to be made good by the Lessee. The decision of ITIL will be final in this regard.
- 5.31 Any tools / tooling / equipments / test setups/ raw materials / consumables etc. required for manufacturing and testing their products shall be in the scope of Lessee only.
- 5.32 The Lessee shall be bound by the rules and regulations made by ITIL for day-to-day administration and Lessee shall co-operate with ITIL to smooth running of the affairs.
- 5.33 No unlawful/illegal activities shall be allowed inside the campus.

- 5.34 Lessee should cover their establishment under EPF and Miscellaneous Provision Act, ESI Act and all other industrial legislations without fail and Lessor will not be held responsible for any lapses/ shortcomings in this regard.
- 5.35 The Lessee will be solely responsible for any Complaint/Dispute by the statutory authorities in connection with the non-compliance of any of the statutory requirement during the lease period.
- 5.36 All the man power required for manufacturing and testing of the product is to be arranged by Lessee themselves.
- 5.37 In the event of any Dispute arising out of employment of Contract Labour, the Lessee will be responsible to solve such disputes.
- 5.38 ITI Limited shall not be responsible for death, damage, injury or any other loss that may occur to any of the men engaged by the Lessee for carrying out the work under the lease in the premises of ITI Limited. Any loss to any of the Lessee's workman in ITI Limited premises will have to be compensated by the Lessee as per state Factory Act Rules and other relevant Rules.
- 5.39 The Lessee shall not be eligible for any kind of compensation/ damage from ITI Limited on accounts of any reason what so ever.
- 5.40 BIS or any other product certifications required shall be in the scope of Lessee only.
- 5.41 ITIL hospital may be used by the Lessee on chargeable basis (if required).
- 5.42 ITIL can consider providing unfurnished accommodation in its Staff Quarters in ITI Township area to the Technicians/Supervisors of the Lessee on applicable rent basis, if required during the lease Period.
- 5.43 ITIL may provide diesel for FLT on chargeable basis if available.
- 5.44 In case ITIL receive any order of the mechanical manufacturing , the Lessee will arrange to spare the machines and other utilities items .However the rent should be deducted on pro-rata basis.
- 5.45 In case ITIL receive any order of the mechanical manufacturing Lessee can get the product manufactured for ITIL. However, separate rate contract agreement shall be signed accordingly.
- 5.46 The machinery line may be operated in three shift basis on normal working days. However in order to meet any increased demand or exigencies permission to work on Sunday/Holiday can also be given.
- 5.47 The lessee shall keep the plant and machinery fully insured and in case of loss, theft or damages beyond repair, the lessee shall pay the balance lease rentals forthwith and the lessor shall transfer its right title or interest in plant and machinery to the lessee so that the lessee could recover the insurance money. The lessee undertakes to keep the plant and machinery fully insured for the value thereof plus 10% and regularly pay the renewal premium.
- 5.48 First right of refusal wrests with successful bidder in case ITIL adds more machines in future.
- 5.49 The place of the arbitration shall be Raebareli, Uttar Pradesh
- 5.50 Bid splitting will not be allowed.
- 5.51 Process Waste shall be the property of Bidder for which disposal shall be the responsibility of bidder as per Govt. guideline/ Procedure. If any environmental clearance certification is required then it will be the responsibility of Lessee.
- 5.52 Pre-contract Integrity Pact (As per Annexure-III Format attached) on Plain Paper duly signed should be submitted along with Technical Bid/ Tender Documents.
- 5.53 All the above terms and conditions are intended only to be part of initial proposal and the same may be altered/ modified at the time of finalizing the agreement post award of order.

Annexure- I

Photographs of Plant & Machineries

(A) Powder Coating Machine



EOI / RFP for Leasing out CNC Machinery Lines , Paint Shop & Chemical treatment Line along with other utilities.



(B) CNC Punch Press



EOI / RFP for Leasing out CNC Machinery Lines , Paint Shop & Chemical treatment Line along with other utilities.



(C) CNC Bending





(D) Crimping machine



(E) Chemical treatment Line



Annexure - II

<p>ITI LIMITED (A Government of India Undertaking) SULTANPUR ROAD, RAEBARELI - 229010 (U.P.)</p>				
EOI No.: ITI/Raebareli/CNC Machine Shop/01		Dated: 10th, April, 2024		
<p>Scope of Work: Selection of Suitable Business Partner for Leasing Out CNC Machinery Lines , Paint Shop & Chemical treatment Line along with other utilities.</p>				
Name of the Firm				
Draft Price/Financial Bid format				
S. No.	Description	Monthly Rent in Rs	GST @18%	Total Monthly Rent in Rs (With GST)
1	Leasing out CNC Machinery Lines , Paint Shop & Chemical treatment Line along with other utilities.as mentioned in the EOI			
Terms & Conditions: -				
1. Validity of offer: 90 Days				
2. Payment Terms:				
<p>a) Monthly advance rent shall be paid by the lessee in advance every month through electronic fund transfer mode (NEFT/RTGS) into bank account of ITI on or before 5th day of every month after signing of Lease Agreement.</p> <p>b) In default of payment on due date, interest at 3% per month on each installment due would be charged on the outstanding amount .</p> <p>c) The electricity charges will be paid by the lessee at actual on monthly basis to ITI. Separate electricity meters shall be provided for the same.</p> <p>d) Water charge as per actual usage will be paid by the lessee on monthly basis to ITI.</p>				
Note: Any deviation from above format shall be liable for rejection of the bid				

Annexure-IV
Bidders Profile

Sl. No.	Profile	Details		
1	Name and address of Company			
2	Type of company (OEM of the Mechanical Equipment's Manufacturer / Authorized dealer etc.)			
3	Contact Details of the Bidder (Contact person name with designation, Telephone Number, FAX, E- mail and Web site)			
4	Annual Turnover for 3 financial years (Rs in Cr)	FY 2023-24	FY2022-23	FY2021-22
5	Date of Incorporation			
6	GST Registration number			
7	PAN Number			
8	CIN Number			

Annexure-V

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

Date:

To,

Subject: Acceptance of Terms & Conditions

of EOI. **EOI Reference No:** _____ **Name of EOI/Work** _____

Dear Sir,

I (Name) -----have received the EOI reference no-----
----- for mentioned work from the website/email.

I hereby certify that I have read the entire terms and conditions of the EOI documents from Page No....to (Including all documents like annexure(s), schedule(s), amendments and reference EOI etc.) which form part of the contract agreement and I shall abide here by the terms/conditions/clauses contained therein.

The corrigendum(s) issued from time to time by your department/organization too has also been taken into consideration, while submitting this acceptance letter.

I hereby unconditionally accept the EOI conditions of above mentioned EOI document(s)/corrigendum(s) in its totality/entirety.

I hereby unconditionally accept all the EOI conditions of ITI Limited RBL Tender/ EOI document/corrigendum(s) in its totality/entirety.

In case any provisions of this EOI are found violated, then your department/organization shall without prejudice to any other right or remedy bear liberty to reject this EOI/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

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

Annexure –VI

Declaration for non-blacklisting

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

Date:

To,

Sub: Declaration for non-blacklisting

EOI Reference No: _____ Name of EOI/Work: _____

Dear Sir,

1. The information / documents furnished along with the above offer are true and authentic to the best of my knowledge and belief. We are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of our tender at any stage besides liabilities towards prosecution under appropriate law.
2. 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 assignment.
3. We are not blacklisted 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. At any later point of time, if this information is found to be false, ITI may terminate the assigned contract immediately.
4. We have not been found guilty by a court of law in India for fraud, dishonesty or moral turpitude.
5. We agree that the decision of ITI in selection of Bidders will be final and binding to us.

Date:

Place: Signature of authorized person

Full Name & Designation:

Company's Seal:

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

Annexure –VII

Declaration for Willingness to submit Performance Bank Guarantee (PBG)

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

Date:

To,

sub: Declaration for Willingness to submit Performance Bank Guarantee(PBG)

EOI Reference No: _____ Name of EOI/Work: ____

Dear Sir,

- I/We..... Hereby declare that M/s.....
.....Address.....will submit the PBG amounting rupees **equivalent to 5 % of total rental value of 4 Years and 11 months.**

Date:

Place:
Person

Signature of authorized

Full Name & Designation:

Company's Seal:

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

----- **END OF DOCUMENT** -----

INTEGRITY PACT

WORK ORDER No.

THIS Integrity Pact is made on.....day of20 .

BETWEEN:

ITI Limited having its Registered & 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 & Managing Director, Directors, Officers or any of them specified by the Chairman & Managing Director in this behalf and shall also include its successors and assigns) ON THE ONE PART

AND:

..... 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 contractor ON THE SECOND PART.

Preamble

WHEREAS the Principal intends to award, under laid down organizational procedures, contract for of ITI Limited. 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 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.
 - b. The Principal will, during the tender process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Actor if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

SECTION 2 – COMMITMENTS OF THE BIDDER/CONTRACTOR

- 2.1 The Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the tender process and during the execution of the contract.
- a. The contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The contractor(s) will not enter with other 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 contractor(s) will not commit any offence under IPC/PC Act, further the 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 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 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.
- f. The 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 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 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 Contractor(s) from the tender process.
- 3.2 If the Contractor(s), has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled exclude including blacklisting for future 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 Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.
- 3.3 The 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.
- 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.
- 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.
- 3.6 On occurrence of any sanctions/ disqualifications etc arising out from violation of integrity pact Bidder(s)/ Contractor(s) shall not entitled for any compensation on this account.
- 3.7 subject to full satisfaction of the Principal, the exclusion of the Contractor(s) could be revoked by the Principal if the Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption preventative system in his organization.

SECTION 4 – PREVIOUS TRANSGRESSION

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

SECTION 5 – COMPENSATION FOR DAMAGE

- 5.1 If the Principal has disqualified the Bidder(s)/Contractor(s) from the tender process prior to the award according to Section 3 the Principal is entitled to forfeit the Earnest Money Deposit/Bid Security/ or demand and recover the damages equitant to Earnest Money Deposit/Bid Security apart from any other legal that may have accrued to the Principal.
- 5.2 In addition to 5.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to termination of Contract due to Contractor default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor or demand and recover liquidate and all damages as per the provisions of the contract agreement against termination.

SECTION 6 – EQUAL 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 Contractor(s) or sub-contractor/sub-vendor/associates of the Contractor(s) which constitutes corruption or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer of the Principal for appropriate action.

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

- 8.1 The Principal appoints competent and credible Independent External Monitor(s) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- 8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.
- 8.3 The 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 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 Contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.
- 8.5 The Monitor will submit a written report to the Chairman & Managing Director of the Principal within a reasonable time from 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 Atul Jindall, IFS (Retd.)
3/10 Vishesh Khand, Opp. Little
Friend School Gomti Nagar,
Lucknow-226010(UP)**

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 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 Contractor(s) is unsuccessful, the Pact will automatically become invalid after three months on evidence of failure on the part of the 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 Bengaluru.

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

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

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

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

12.5 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:

For PRINCIPAL

For CONTRACTOR(S)

.....
(Name & Designation)

.....
(Name & Designation)

Witness

Witness

1)

1).....

2)

2).....