



ITI LIMITED, Bangalore Plant
Dooravaninagar, BENGALURU – 560 016
Tele: 080 25618291,Website: itiltd-india.com

Tender No: CAPX4G023/RE-TENDER

Date: 28.04.2022

SUPPLY OF CNC PB- TOOLING-4G BBU CHASSIS FABRICATION

M/S ITI Limited, Bangalore Plant invites digitally signed offers through E-Tender [Tender Wizard Portal] under two Bid System from manufacturers or their dealers/distributors supply of vector signal analyser with LTE application as per specification mentioned elsewhere in the tender document.

SECTION-I

IMPORTANT INFORMATION:

S.No.	Details	Information
1	Date of Issue/Publishing of the Tender	28.04.2022
2	Last Date and Time for Submission of Bids	09.05.2022 @ 4:00 PM
3	Date and Time of Opening of Technical Bids	10.05.2022 @ 10:00 AM
4	Date and Time of Opening of Financial Bids	Will be intimated later
5	EMD in INR (Exemption for MSME's) 2%	Rs.58208.00
6	Bid Validity	180 Days
7	EMD Validity	180 Days
8	All Quotations should be addressed to	Deputy General Manager (IMM) Central Purchase, ITI Limited, Banaglore Plant Dooravaninagar Bangalore -560 016.

SECTION-II

GENERAL TERMS & CONDITIONS

1. Scope:

The scope of the tender covers supply, installation and commissioning of twenty numbers of **CNC PB- TOOLING-4G BBU CHASSIS FABRICATION** with necessary accessories/spares as per the specification with support.

2. Definitions

- 2.1. "Purchaser" means ITI Limited, Bangalore Plant, Dooravani Nagar, and Bangalore.
- 2.2. "Bidder" means the individual or the firm who participates in the tender and submits the bid.
- 2.3. "Supplier" means the individual or the firm who is the successful bidder

- supplying and commissioning of the tendered items.
- 2.4. "Letter of Intent" means a letter issued by the Purchaser indicating his intention to place Purchase Order on the successful bidder.
 - 2.5. "Purchase Order" means the order placed by the Purchaser on the Supplier for the supply, installation and commissioning and fulfilling other conditions as required in the tender. This shall be deemed as "Contract".
 - 2.6. "Commissioning" means the ACCEPTANCE OF THE SYSTEMS by the Purchaser in writing.

3. Eligible bidders

- 3.1. The Bidder (manufacturer or principal or authorized representative – hereinafter referred simply as 'The Bidder') should have during the last 5 years, supplied and commissioned at least 3 numbers of the same model / brand of the **CNC PB- TOOLING-4G BBU CHASSIS FABRICATION**. (hereinafter referred to as 'The Equipment') to Govt/Quasi-Govt./PSUs or renowned private firms.
- 3.2. The Bidder should be having a Service Infrastructure in India which is operated under the name of the Bidder for the last 5 years. The Service centre must have certified Service Engineers and Spare Parts for the proposed equipment.
- 3.3. The Bidder shall submit the following documents along with the bid to prove his eligibility in addressing the requirements of this tender:
 - 3.3.1. A list containing Customer Name, address, contact person with contact number, equipment model number and year of supply of the equipment with regard to renowned customers to whom the equipment has been supplied in India by the bidder in the last 5 years.
 - 3.3.2. Purchase Order copies, Invoice etc. of at least 3 customers to substantiate clause 3.1 above.
 - 3.3.3. Performance Certificates issued during the past three years from at least two renowned customers in India substantiating satisfactory working of the equipment as well as extent of service support rendered by the bidder.
 - 3.3.4. Detailed organization of the technical support group in India along with extent of availability of spares for maintenance and servicing of the equipment.
- 3.4. One bidder can submit quote for only one model of tendered machine.
- 3.5. The bidder should not be black listed / debarred by any Government/ Government agencies/ PSUs.
- 3.6. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. A Certificate in the letter head of the bidder duly signed and stamped by the authorized representative of the bidder to be submitted along with the tender. If the certificate submitted by the bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

4. Earnest Money Deposit (EMD)

- 4.1. Non submission of EMD will lead to disqualification of the Bid.
- 4.2. Along with the Eligibility and Techno-commercial Bid, DD/BG [scanned

copies -& hard copies that you can share to ITI Limited Bangalore plant] has to be submitted.

5. Submission of Bid Documents

- 5.1. The bidder shall submit the quote through online.
- 5.2. The bid will be processed on a Two BID SYSTEM.
- 5.3. The bidder shall submit the following documents along with the bid. The documents consist of the following:
 - 5.3.1. EMD Details – (please refer Section II, clause 4 above) & Eligibility and Techno-commercial Bid
 - 5.3.2. Price Bid
- 5.4. Eligibility and Techno-commercial Bid
 - 5.4.1. The Eligibility and Techno-commercial Bid shall have the scanned copy of the following documents with sign and seal of duly authorized official of the bidder:
 - 5.4.2. Documents to prove eligibility conditions as per clause 3.3.
 - 5.4.3. The duly filled questionnaire/ eligibility/ evaluation format
 - 5.4.4. Clause-wise compliance to Technical Specifications (Section III)
 - 5.4.5. Compliance to:
 - 5.4.4.1 General Terms and Conditions
 - 5.4.4.2 Other Requirements
 - 5.4.4.3 Technical clarifications issued by the Purchaser after the release of the tender, if any.
 - 5.4.6. Detailed Technical Literature of the equipment with parametric values including the optional features supported by the system.
 - 5.4.7. A copy of the Price bid enclosed in the “Price Bid”, without showing the price.
 - 5.4.8. Machine dimensions (foot print) and the site requirements for installation / commissioning.
 - 5.4.9. The duly signed Pre-Contract Integrity Pact Format
 - 5.4.10. The duly signed Certificate format for the Works under Rule 144 (xi) in the General Financial Rules (GFRs), 2017
 - 5.4.11. The bidder should submit a self declaration for not being black listed / debarred by any Government/ Government agencies/ PSUs.
- 5.5. Price Bid: The Price Bid shall have the Price of the Machine quoted as per the format
- 5.6. The bidder is expected to examine all requirements, terms and conditions of the tender. Failure to furnish required information in every respect or non-submission of necessary proof and relevant document of EMD amount may lead to rejection of the bid.
- 5.7. The Purchaser shall not be responsible for any delay in submission of bids due to the reason what so ever. Hence, bidders are advised to submit their bids well in advance to avoid such situations.

6. Clarification on Bid Documents

- 6.1. A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing or by E-mail at the Purchaser’s mailing address indicated in the invitation of Bid on or before the stipulated date and time. The Purchaser will respond to any request for the clarification of the Bid Documents received within the schedule date. Copies of the queries

(without identifying the source) and clarifications by the Purchaser will be published as a corrigendum in the Purchaser's E-Tendering portal, ITI web site and Central Public Procurement Portal also.

- 6.2. Notwithstanding the above, prior to the date of submission of the bids, the Purchaser may, for any reason, modify the tender documents. These amendments shall be put on the Purchaser's web site and CPP portal also. In order to afford prospective bidders a reasonable time to prepare the bid, the Purchaser may, at its discretion, extend the date for bid submission. Prospective bidders are therefore requested to check the Purchaser's website prior to submission of the bids.

7. Bid Submission and Period of Validity of Bids

- 7.1. The bids shall be submitted before the time as specified on due date. If this day is declared as holiday on account of any reason, the bid submission period will stand extended up to same time, next working day.
- 7.2. Bids submitted beyond the period specified shall be rejected.
- 7.3. Bids shall remain valid for 180 days from the due date for submission of bids. Bids with lesser validity period will not be considered for evaluation

8. Bid Prices

- 8.1. The offer can be in INR / USD/EUR etc. Terms of Price shall be FOR ITI Ltd. Bangalore. Bids that do not comply with terms of price will not be considered for evaluation.

9. Bid opening and Evaluation

- 9.1. The bids will be opened on the due date mentioned. If the due date mentioned happens to be holiday for the purchaser for any reason, the bids will be opened at the same time on the next working day.
- 9.2. The evaluation of the price bid for the machine shall be based on the total of the following.
 - 9.2.1. Cost of supply and Installation & commissioning of twenty numbers of **CNC PB- TOOLING-4G BBU CHASSIS FABRICATION** with necessary accessories/spares to meet the requirements.
- 9.3. The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of Purchaser's action.

SECTION III: TECHNICAL SPECIFICATIONS

Additional CNC-Press Brake Bending OEM Tools for LVD CNC PPEB Press Brakes (80T & 135T) (for BBU-2U Mechanical Chassis fabrication)

SL No.	Item	Bending Operation	DESCRIPTION OF DIE / PUNCH SIZE	TOOL NUMBER	DIE/PUNCH	V- OPENING	ANGLE	HEIGHT	Tip RADIUS	DIE / PUNCH WIDTH (Hemming)	TOTAL LENGTH	INDIVIDUAL SECTION LENGTH	QTY
1	1A	STD	AIR BENDING DIE - V-6 OPENING (with stone radius)	(TC00079)	DIE	6	78 Degree	H-90 (B-A 10-26 mm)	stone radius	V6	550 SECTIONALISED	20,20,25,25,30,35,40,40,45,75,75,75	1 Sets
2	1B	STD	AIR BENDING DIE - V-6 OPENING (with stone radius)	TC00079	DIE	6	78 Degree	H-90 (B-A 10-26 mm)	stone radius	V6	510	510	2Nos
3	1C	STD	AIR BENDING DIE - V-6 OPENING (with stone radius)	(TC00079)	DIE	6	78 Degree	H-90 (B-A 10-26 mm)	stone radius	V6	250	250	4Nos
4	1D	STD	AIR BENDING DIE - V-4 OPENING (with stone radius)	H-90 (B-A 8-26 mm)	DIE	4	78 Degree	H-90 (B-A 8-26 mm)	stone radius	V4	550 SECTIONALISED	20,20,25,25,30,35,40,40,45,75,75,75	1 Sets
5	1E	STD	AIR BENDING DIE - V-4 OPENING (with stone radius)	H-90 (B-A 8-26 mm)	DIE	4	78 Degree	H-90 (B-A 8-26 mm)	stone radius	V4	510	510	2Nos
6	1F	STD	AIR BENDING DIE - V-4 OPENING (with stone radius)	H-90 (B-A 8-26 mm)	DIE	4	78 Degree	H-90 (B-A 8-26 mm)	stone radius	V4	250	250	2Nos
7	1a	STD	J-10 SP 26 DEGREE H 180 (R0.5)	(TP00233) R0.5	PUNCH		26 DEGREE	180	R0.5	J-10	550 SECTIONALISED	75,20,20,25,25,30,35,40,40,45,120,75	1Sets
8	1b	STD	J-10 SP 26 DEGREE H 180 (R0.5)	(TP00233) R0.5	PUNCH		26 DEGREE	180	R0.5	J-10	510	510	4 Nos
9	1c	STD	J-10 SP 26 DEGREE H 180 (R0.5)	(TP00233) R0.5	PUNCH		26 DEGREE	180	R0.5	J-10	250	250	2 Nos
10	2A	Hemm	V- OPENING 8MM HEMMING DIE T08.20.90	TP00189	DIE	8		H3-90			550 SECTIONALISED	20,20,25,25,30,35,40,40,45,75,75,75	1Set
11	2B	Hemm	HEMMING PUNCH P10.08	TP00241	PUNCH		20 Degree	H1-169,H2-117		W1=6.8 PUNCH	550 SECTIONALISED	20,20,25,25,30,35,40,40,45,75,75,120	1Set
12	2C	Hemm	V- OPENING 8MM HEMMING DIE T08.20.90	TP00189	DIE	8		H3-90		W2=7.2DIE	510	510	1 No
13	2D	Hemm	HEMMING PUNCH P10.08	TP00241	PUNCH		20 Degree	H1-169,H2-117		W1=6.8 PUNCH	510	510	1 No
14	2E	Hemm	V- OPENING 8MM HEMMING DIE T08.20.90	TP00189	DIE	8		H3-90		W2=7.2DIE	250	250	2Nos
15	2F	Hemm	HEMMING PUNCH P10.08	TP00241	PUNCH		20 Degree	H1-169,H2-117		W1=6.8 PUNCH	250	250	2Nos

16	2G	Hemm	V- OPENING 10MM HEMMING DIE T10.20.90	TP00190	DIE	10		H3-90		W2=9.2DIE	550 SECTIONALISED	20,20,25,25,30,35,40,40,45,75,75,75	1Set
17	2H	Hemm	HEMMING PUNCH P10.10	TP00242	PUNCH		20 Degree	H1- 169,H2- 117		W1=8.8 PUNCH	550 SECTIONALISED	20,20,25,25,30,35,40,40,45,75,75,120	1Set
18	2I	Hemm	V- OPENING 10MM HEMMING DIE T10.20.90	TP00190	DIE	10		H3-90		W2=9.2DIE	510	510	1 No
19	2J	Hemm	HEMMING PUNCH P10.10	TP00242	PUNCH		20 Degree	H1- 169,H2- 117		W1=8.8 PUNCH	510	510	1 No
20	2K	Hemm	V- OPENING 10MM HEMMING DIE T10.20.90	TP00190	DIE	10		H3-90		W2=9.2DIE	250	250	2Nos
21	2L	Hemm	P10.10 (HEMMING) PUNCH	TP00242	PUNCH		20 Degree	H1- 169,H2- 117		W1=8.8 PUNCH	250	250	2Nos
22	3A*	Z	OFFSET / Z - BEND DIE		DIE	Ref-A1 drawing. For 1.2mm MS CRCA sheet , material thickness off set (total height : 3.6 mm). For LVD-CNC-Press Brake PPEB					400 SECTIONALISED	30, 120,250	3 Nos each
23	3B*	Z	OFFSET / Z - BEND PUNCH		PUNCH						400 SECTIONALISED	30, 120,250	3 Nos each
24	4A*	SPL. J-BEND Punch for LVD -PPEB CNC -PB (8.8mm return flange height X 4.6mm Web width; 1.2 mm thick mild steel (Over all 341.6WX237H) Should also be suitable for 15.8mm return flange height X 8.8mm Web width	See refrence drawing attached. Thin Tip Swan neck type punch (Goose-neck) to make 8.8X4.6. on 1.2 mild steel , punch tip radius R0.5 For LVD-CNC-Press Brake PPEB, with V-6 die Should also be suitable for 15.8mm return flange height X 8.8mm Web width		PUNCH	Ref-A2 drawing. For 1.2 mm MS CRCA sheet .Thin Tip neck type punch (Swan/Goose etc type neck) to make 8.8 return flange height X4.6 web width on 1.2 mild steel , punch tip radius R0.5 For LVD-CNC-Press Brake PPEB with V-6 die (H-90 , 78deg). Should also be suitable for 15.8mm return flange height X 8.8mm Web width (see drawing)					550 SECTIONALISED	75,20,20,25,25,30,35,40,40,45,120,75	1 set
25	4B*										250	250	4nos
26	4C*										500	500	3 nos

NOTE: FOR Sl.No. 3A (3B) & 4A (4B & 4C) REFER DRAWING
ENCLOSED at A1 and A2 respectively

* No. Of additional CNC-Press Brake Tools (OEM-LVD , imported): 26 types (as
per qtys / sets indicated) :

SECTION- V
PRICE BID FORMAT

SI No	Item Description	Qty Nos	Rate	Other charges if any	Tax & Duties	Total
1	Tools					
Total						

Note:

- 1) L1 Status will be evaluated based on sum of all the cost
- 2) Unit Rate will be in US \$ /European € /Japanese Yen ¥ /UK Pound £ /Indian Rupees.
- 3) The Rates should be on DOOR DELIVERY AT ITI BANGALORE basis including Loading & unloading and other incidental expenses.
- 4) Indigenous suppliers quote will be in Indian currency only.

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(Authorized signatory of the bidder with date and seal)

SECTION VI
COMMERCIAL TERMS & CONDITIONS

1. Submission of E- Bid

The quotations shall be submitted in two bid System, ie, technical and commercial Bid/Price Bid through e-tender portal [tenderwizard] as per the tender document. Your quote should be valid for 180days.

2. EMD Clause

An EMD (Earnest Money Deposit) as specified in the Tender in the form of DD/Bankers Cheque /Bank Guarantee in favor of "ITI Ltd, Bengaluru Plant, Bengaluru-560016" valid for a minimum period of 180 days from the date of bid opening.

- a. Return of EMD: The EMD Amount of the technically not suitable bidder would be returned within 2 weeks from the data of opening of commercial bid, along with the unopened commercial bid.
- b. The EMD of the technically suitable unsuccessful bidder would returned within 2 weeks from the date of finalization of purchase order by ITI Ltd. The EMD of technically & Commercially successful bidder would be returned on submission of PO acceptance by the supplier along with PBG

3. Performance Bank Guarantee (PBG)

The Bidder shall execute PBG from a Scheduled Bank to ITI Ltd for an amount equal to 3% [Three Percent] value of the purchase order valid for the period of 30 months to ensure satisfactory performance of the order. The PBG shall be executed within 21 days after receipt of the purchase order or any extension thereof. In case the bidder fails to furnish the PBG within 21 days or any extension thereof the purchase order shall be cancelled or terminated and appropriate penal action shall be initiated. Any breach of the terms and conditions of the PO including delivery period, PBG shall be forfeited and PO shall be terminated and cancelled at the bidder's risk, cost and liability.

The PBG will not carry any interest and shall be returned after the warranty period.

4. Warranty: The Bidder shall provide comprehensive on-site warranty for a minimum period of Two (02) years from the date of handing over of productionized tool and for parts 2 years from the date of supply.

- 4.1. Replacement of faulty tool during work shall be made by the bidder free of all charges at site including freight, insurance, cost of works and other incidental charges.
- 4.2. If any defect is not remedied within a reasonable time, as prescribed by the ITIL, the ITIL may levy penalty of 0.5% of the value of defective component/ sub system/ services per day

5. Payment terms

- 5.1. 50% of the cost of order will be paid with 60 days credit once that **CNC PB- TOOLING**.
- 5.2. 50% of the cost of order will be paid after handing over the **CNC PB - tool** to ITI Limited with 60 days credit.

6. In case of Inland purchase order, your quote will be on FOR ITI Ltd., Bangalore basis.

7. Pre-Delivery Inspection, Training and Acceptance

The bidder shall provide all necessary support to ITI Limited to participate in the pre-delivery inspection and acceptance tests at manufacturer's site to evaluate the performance of the complete system. The equipment should be pre-tested prior to shipment. Supplier should show all certificates, certified by competent authorities or recognized agencies that are required for system safety and any other certificates of relevance and Calibration details should be provided. Bidder shall provide all necessary support to ITI Limited to participate in the pre-delivery inspection, training and acceptance test on Free of Cost for 2 persons at OEM Place for 1 Week.

8. Delay in Completion / Liquidated Damages

If the bidder fails to deliver the system within the time specified in the order or any extension thereof, the ITI Limited shall recover from the bidder as LD a 0.5% [sum one-half of one percent] of the contact price for each calendar week of delay or part thereof and max 5% of order value will be charged for supply received after the confirmation of delivery date. The total LD shall not exceed 10% [Ten percent] of the order value for delayed supply or non-performance.

9. Replacement

If the delivery of the equipment's or any portion thereof [i.e materials/ systems/ components] is damaged or lost, the bidder shall be provided on free of cost within a reasonable time to avoid unnecessary delay in the intended usage of the materials/systems/ components.

10. Terms of Contract

The contract shall be effective on the date of its signing and shall continue until the date of the successful completion of work/event unless terminated sooner by either of the parties.

11. Rejection of the Bid

- 11.1. Effective competition is lacking
- 11.2. All bids are not substantially responsive to the requirement of the tender condition
- 11.3. Bid price are substantially higher than that of the estimated cost/ available budget
- 11.4. None of the technical proposals meets the minimum technical qualifying score
- 11.5. Canvassing by the bidder in any form including unsolicited letter and post-bid correction may invoke summarily rejection with forfeiture of EMD.
- 11.6. Conditional bids shall be rejected.

12. Termination of the Tender

- 12.1. ITIL may at any time terminate the contract for any reason by giving the bidders a notice of termination that refer clause 18.
- 12.2. Upon receipt of the notice of termination under Commercial T&C or GCC [General conditions of contract] Sub-Clause 18.1, the Contractor shall either immediately or upon the date specified in the notice of termination

13. Termination For Default

ITIL, without prejudice to any other remedy for breach of contract, by written notice of default sent to the bidder, may terminate this Contract in whole or part,

- 13.1. If the bidder does not complete the work within the time frame as specified in the tender or any extension thereof granted by the ITIL, after examination of progress fortnightly and on completion
- 13.2. If the bidder fails to perform any obligation/s under the contract
- 13.3. If the bidder in either of the above circumstances, doesn't remedy its failure within period of 15 days (or such longer period as the ITIL may authorize in writing) after receipt of the default notice from the ITIL.

14. Termination for Insolvency

ITIL may at any time terminate the Contract by giving written notice to the bidder, if the bidder becomes bankrupt or otherwise insolvent. In this tender/work, termination will be without compensation to the bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the ITIL.

15. Force Majeure

Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted, to acts of the purchaser either in its sovereign or contractual capacity, wars or revolution, epidemics, pandemics, quarantine restrictions, strikes, lockouts, natural calamities, freight embargoes etc. If there is delay in performance or other failures by the supplier to perform its obligation under its contract due to event of a Force Majeure, the supplier shall not be held responsible for such delays/failures.

If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof within Fourteen days of occurrences of such event. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding thirty days, either party may at its option terminate the contract without any finance repercussion on either side.

There may be a Force Majeure situation affecting the purchase organization only. In such a situation the purchase organization is to take up with the supplier on similar lines as above for further necessary action.

16. Arbitration:

If the Bidder / Bidder be dissatisfied with the decision of the Company, on any matters in question, dispute or difference on any account or as to the withholding by the Company of any certificates to which the Bidder / Bidder may claim to be entitled to or if the Company fails to make a decisions within a reasonable time (which reasonable time will in no case exceed three months) as the case may be shall demand in writing that such matters in question, dispute or difference be referred to Arbitration. Such demand for Arbitration shall be delivered to the Company by the Bidder / Bidder and shall specify the matters which are in question, dispute or difference and such disputes or difference of which the demand has been made and no other matter shall be referred to arbitration.

Provisions of the Arbitration Act 1996 or any statutory modification or re- enactment thereof & the rules made there under & for the time being in force shall apply to the arbitration proceedings.

The Arbitration shall have its seat in Bengaluru. The decision of the Arbitrator shall be final and binding on the parties to this Contract. Each party shall bear its own cost of preparing and presenting its case. The cost of Arbitration including the fees and expenses of the Arbitrator shall be shared equally by the Bidder / Bidder and the Company.

17. Priced Spares list of the equipment to be provided. If needed ITI will procure during the warranty period and the price quoted is freezed during warranty period.

18. We reserve the right to reject any or all offer and to order in full or part quantities thereof without assigning any reason whatsoever.
19. **Governing Law:** This Contract shall be governed in accordance with the laws of India.
20. **Jurisdiction of Courts:** The courts of India at Bengaluru have exclusive jurisdiction to determine any proceeding in relation to this Contract.

ANNEXURE-1

CERTIFICATE

(Works under Rule 144 (xi) in the General Financial Rules (GFRs), 2017)

To:

ITI Limited, .
Bangalore Plant, Bangalore-560016

Dear Sir,

RFQ Ref No. dated

Bidder Name:.....

We, M/s ----- are a private/public limited company/LLP/Firm having our registered office at ----- (referred to as the "Bidder") are desirous of participating in the Tender Process in response to your captioned RFQ and in this connection we hereby declare, confirm and agree as under:

a) We, the Bidder have read and understood the contents of the Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.

b) In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:

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* We, the Bidder are not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017.

or

*We, the Bidder are from such a country and has been registered with the Competent Authority i.e the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Section I to the said Office Memorandum / Order and we submit the proof of registration herewith.

*(*Delete whichever is not applicable)*

c) We, the Bidders agree and undertake that if the contract is awarded to us, we will not sub-contract or outsource the contract and / or any part thereof unless such subcontract/ outsourcing is permitted by ITI Limited in writing, in which case we shall not sub-contract or outsource the work to a contractor from such countries, unless such contractor is registered with the Competent Authority and proof of same is obtained.

1. We, the Bidders hereby confirm that we fulfill all the eligibility criteria as per RFQ and are not ineligible from participating in the Tender in view of the above Office Memorandum and Order. We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, ITI Limited shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action against us. ITI Limited, shall also be within its right to forfeit the security deposits provided by us and also recover from us the loss and damages sustained by the on account of the above.

3. This declaration cum undertaking is executed by us through our Authorized signatory/ies after having read and understood the Office Memorandum and Order (Public Procurement No.1) both bearing F.No.6/18/2019/PPD of 23rd July 2020 of Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India including the words defined in the said order (reproduced hereunder) which shall have the same meaning for the purpose of this Declaration cum Undertaking.

“ Definitions

"Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' `vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

"Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.

"Bidder from a country which shares a land border with India" for the purpose of this Order means:

- a) An entity incorporated, established or registered in such a country; or*
- b) A subsidiary of an entity incorporated, established or registered in such a country; or*
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or*
- d) An entity whose beneficial owner is situated in such a country; or*
- e) An Indian (or other) agent of such an entity; or*
- f) A natural person who is a citizen of such a country; or*
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above*

"Beneficial owner" for the purpose of above will be as under:

- i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.*

Explanation—

a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;

b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

"Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons."

Executed at..... On this the ...day of

Authorised Signatory

M/s-----

Signature and Name

Seal of the Bidder

*Note: Where applicable, evidence of valid registration by the Competent Authority shall be attach

ANNEXURE-2

(FORMAT FOR THE BID SECURITY/ EMD)

(To be typed on Rs.100/- non-judicial stamp paper)

Whereas..... (hereinafter called "the Bidder") has submitted its bid dated.....for the supply of vide Tender No. _____ Dated _____ KNOW ALL MEN by these presents that WE OFhaving our registered office at.....(hereinafter called "the Bank") are bound unto ITI Limited (hereinafter called "the Purchaser") in the sum of Rs..... for which payment will and truly to be made of the said Purchaser, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity
 - a. Fails or refuses to execute the Contract, if required; or
 - b. Fails or refuses to furnish the Performance Security, in accordance With the instructions to Bidders.
3. We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the purchaser
4. Having to substantiate its demand, provided that in its demand, the purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.
5. This guarantee will remain in force as specified in clauses 11 of the RFP Document upto and including 60 days from the tender opening date and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank
Authority
Name
Signed in Capacity of

Name & Signature of Witness Full address of Branch

Address of witness Tel No. of Branch
Fax No. of Branch

ANNEXUR-3

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE

In Consideration of ITI Limited, Dooravaninagar, Bangalore-560016 (hereinafter called as the Company) We ----- Bank, ----- Bangalore (hereinafter referred to as the 'Bank') executed this Performance Guarantee Bond as surety to the cost of (Rupees Only) Supplied by (hereinafter called to as the 'Supplier') as per the Purchase Order No. of ITI Limited.

1. At the instance of -----, the Supplier We hereby undertake to pay to ITI Limited, Dooravaninagar, Bangalore-560016 an amount not exceeding Rs..... (Rupees Only) if the Machine supplied by the Company fails to perform to the satisfaction of the Company up toon or before the expiry of this guarantee, or within the agreed period whichever is earlier.

2. We, agrees to pay for the value of the rejected materials up to the limit of Rs..... (Rupees Only) without any demur, merely on a demand notice from the Company stating that the Company has suffered loss due to non-performance of supplied by the Supplier. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

3. We, undertake to pay the Company any money as demanded notwithstanding any dispute or disputes raised by the Supplier in any suit or proceedings pending before any court or any tribunal relating thereto out liability under this guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Supplier shall have no claim against us for making such payment.

4. We, ----- Bank further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner, our obligation hereunder to vary the any of the terms and conditions of the said agreement or to extend time of performance by the said Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the Supplier and to forbear or enforce of the terms and conditions relating to the said purchase order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Supplier or for any forbearance act or omission on the part of the Company or any indulgence by the Company to the Supplier or by any such manner or thing whatsoever, which under the law relating to sureties would , but for the provision, have effect of so relieving us.

5. This guarantee will not be discharged due to change in the constitution of the Bank or the Supplier.

6. We, ----- Bank, further agrees that the guarantee herein contained shall remain in force till.....

We, ----- Bank, undertake not to revoke this guarantee during its currency except with the previous consent of the Company by writing.

Dated the.....day.....

Corporate Seal of the Bank

Witnesses

Signature by its constituted Attorney or of a person duly authorized to sign on behalf of the bank

1.

2.

ANNEXURE-4

Declaration that the Bidder has not been blacklisted/debarred

(To be submitted on Non-Judicial Stamp Paper of Rs. 100/- duly notarized)

Place:

Date:

To,

<name and address>

Ref: Tender Notification no dated

Subject: Declaration of Bidder being not blacklisted

Dear Sir,

It is certified that our firm/company or any of our entity is not black listed/Debarred from doing business or put on holiday list etc by any Govt. Organization / PSUs for any reason. However, if we fail to complete the awarded work / fulfill the Tender conditions or if any of the information submitted by our company or its employee or associate, proves to be false, ITI Ltd shall be free to take action / black list our firm / company notwithstanding of taking any other legal action.”

Place :

Date :

Bidder's Company Seal :

Authorized Signatory's Signature :

Authorized Signatory's Name and Designation:

ANNEXURE-5

PRE-CONTRACT INTEGRITY PACT

PURCHASE ENQUIRY/ORDER No.

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

BETWEEN:

ITI Limited having its Registered & Corporate Office at ITI Bhavan, Dooravaninagar, Bengaluru – 560 016 under the administrative control of 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 bidder/contract 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 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.

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 Act 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 Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the tender process and during the execution of the contract.

- a. The bidder(s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The bidder(s)/contractor(s) will not 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.
- 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 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.
- 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.
- 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 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.

SECTION 4 – PREVIOUS TRANSGRESSION

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

SECTION 5 – COMPENSATION FOR DAMAGE

- 5.1 If the Principal has disqualified the Bidder(s)/Contractor(s) from the tender process prior to the award according to Section 3 the Principal is entitled to forfeit the Earnest Money Deposit/Bid Security/ or demand and recover the damages equitant to Earnest Money Deposit/Bid Security apart from any other legal that may have accrued to the Principal.

- 5.2 In addition to 5.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to termination of Contract due to Contractor default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor or demand and recover liquidate and all damages as per the provisions of the contract agreement against termination.

SECTION 6 – EQUAL 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 subcontractor(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 subcontractors/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 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.
- 7.2 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 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 Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents Bidder(s)/Contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Bidder(s)/Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take

corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.

- 8.5 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 Javeed Ahmad, IPS(Retd.)
M-1101, Shalimar Gallant Apartment,
Vigyanpuri, Mahanagar, Lucknow-226006

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

SECTION 9 – PACT DURATION

- 9.1 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.
- 9.2 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).
- 9.3 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 10 – OTHER PROVISIONS

- 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.
- 10.3 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate Office of the Principal at Bengaluru.
- 10.4 Changes and supplements as well as termination notices need to be made in writing by both the parties. Side agreements have not been made.
- 10.5 If the Bidder(s)/Contractor(s) or a partnership, the pact must be signed by all consortium members and partners.

10.6 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.

10.7 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.

10.8 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 BIDDER(S)/CONTRACTOR(S)

.....
(Name & Designation)

.....
(Name & Designation)

Witness

Witness

1)

1).....

2)

2).....