



आईटीआई लिमिटेड नेटवर्क सिस्टम्स यूनिट

सामाग्री प्रबंधन विभाग

F-100, पश्चिम विंग
दूरवाणीनगर, बेंगलूर - 560 016, भारत.

फोन : +91 (80) 2566 0502, 2566 0508

ई-मेल : materials_nsu@itilttd.co.in

ISO 9001 : 2015 प्रमाणित युनिट

ITI LIMITED

Network Systems Unit

Materials Management Dept.

F-100, West Wing,

Dooravaninagar, Bengaluru - 560 016, India.

Tel : +91 (80) 2566 0502, 2566 0508

E-mail : materials_nsu@itilttd.co.in

ISO 9001 : 2015 Certified Unit

ITI Web-Site/ Govt. Portal

ENQUIRY

NSU 2C 12W

DATE 10 05 2022

Dear Sir / Madam,

Please quote your best price and delivery for supply of the following item/s,

SL. NO.	Item Description as per Technical Specifications	Approx. QTY	Unit
1	Hiring of Vehicle (Swift Dzire or equivalent) AC / Non AC Model-2020 or higher model at 4 different locations (Ahmedabad, palanpur, Godhara and Surat) within Gujarat with 1500/2000 KM per month per vehicle minimum for 12 months for Gujnet Project/GPON activities The cost should include running of vehicle for 12 Hrs/day for 30/31 days(Month)	05	Nos
Enls: Annexure I : General terms and conditions Annexure II : Tender Document Annexure III : Bank Guarantee Proforma Annexure IV : Pre Contract Integrity Pact Annexure V : Price Bid Format.			
Tender Due Date	25/05/2022, 14:00 Hrs	Tender Opening Date	25/05/2022, 15:00 Hrs
Tender Opening Venue	Materials Management Dept., N.S. Unit, I.T.I. Ltd., Dooravaninagar, Bengaluru- 560 016(ITI tenderwizard)		
Consignee	02 No vehicle at Ahmedabad and 01 No vehicle each Palanpur, Godhara, Surat locations		
Terms of Payment (TOP)	Payment shall be made on monthly basis within 15 days on submission of bills along with log book of vehicle by the contractor		
Loading for TOP	Loading will be done @10.5% for those who do not comply to ITI terms of payment.		
Splitting of Order	As per Tender Document.		
Compliance	Point-wise compliance to each item/ Clause mentioned in Tender Document.		
Validity of the offer	90 days from Tender Opening date.		
PBG	3% of the PO value valid for 12 months		
Earnest Money Deposit & Tender Fee	Rs 25,000/- towards EMD deposit in favors of ITI Limited payable at Bangalore & Tender fee 5900/- (Including GST). MSME exempted		
Contract period	12 months from the date of PO , ITI reserve the right to extend the contact further for another one year on the same rates, terms & conditions with mutual consent and any demand for increasing of rate will be applicable only after reviewing the justification by ITI management		

All other terms and conditions as per Tender Document vide Tender refer No: ITI/MSP/Gujnet/GJ/Vehicle/2022-2023/tender Dated 28-03-2022.

Note: Offers should be submitted online as per tender documents.

For submission of online Bid & Procedure to be followed visit

www.tenderwizard.com/ITI Limited.

All Vendors have to register in website & pay the tender processing fee if required:

www.tenderwizard.com/ITI Limited for submitting online BID.

For ITI Ltd., N S Unit,

Handwritten signature
10/05/22

Dy. General Manager-MM(NS)



GENERAL TERMS AND CONDITIONS FOR SUBMISSION OF TENDER (INLAND)

ENCLOSURE TO ENQUIRY No. NSU2C12W DATE: 10.05.2022

1. SUBMISSION OF TENDER:

- (i) This is only an enquiry to quote and not an order. This tender enquiry is not transferable.
- (ii) Tenders must be submitted as mentioned in the tender enquiry in a Sealed Envelope indicating our Enquiry No. & Due Date" on the face of the envelope and should be addressed to the undersigned.
Deputy General Manager –MM(NS), M/s ITI Limited, N S Unit, Dooravaninagar, Bangalore –560 016.

Phone : 2566 0502, Fax : 2566 0508.

Note (a) Tenders should reach us before 14.00 Hrs. of the Due Date

- (b) Separate envelopes should be used for each enquiry.
- (c) Offer should have commercial condition and technical details
- (d) Earnest Money Deposit (EMD) if required has to be remitted in the form of Demand Draft in favour of ITI Ltd., Networks Systems Unit payable in any Scheduled Bank in Bangalore. No interest will be paid on EMD and will be returned to the unsuccessful tenderer after finalisation of the purchase order. EMD of successful bidder will be adjusted towards security deposit payable by him as laid down at Sl. No. 13

2. OPENING OF TENDERS:

Tenders against our enquiries will be opened in the presence of the tenderer/authorised representatives on the due date and time. If there is any pre bid meeting with the tenderers, the date & time of the same will be informed to them.

3. LATE OFFERS:

Tenders without indicating our enquiry No. & Due Date on the face of the envelope and tenders received late are liable for rejection without assigning any reason.

Note (a) Send your quote well in advance of the due date. Quotations are accepted by fax / e-mail followed by confirmatory copy. Vendors are advised to submit the tenders to our P&A Department in person to avoid postal delay / loss of tenders in transit.

- (b) If you are not in a position to quote, for any reason, please communicate the same without fail to enable us to keep you on our vendor list for future requirements.
- (c) Please mention the Sl. No. and Code / description of the items exactly as per our enquiry.

4. PRICES:

- (a) ITI Ltd., is planning to have long term tie up with limited vendors, who can supply the item with good quality, prompt delivery and at lowest price. Hence, you may quote in such a way that a long-term relationship is possible.
- (b) Prices must be per unit as called for in the enquiry and should be on FOR ITI/FOR destination basis as the case may be and inclusive of Insurance charges.
- (c) ITI Ltd., under normal circumstances, may not negotiate for the price. Hence you are requested to quote your best price in the original quotation itself.
- (d) Any counter terms and conditions are not binding on us unless ITI Ltd., agree to the same in writing.
- (e) In case of an order issued on you, the ordered rate should be firm till the completion of the order. In case where the market prices are going down beyond 5% of the ordered rate or decrease in the statutory levies, the same should be passed on to ITI Ltd.
- (f) Vendors should deliver the materials to ITI Ltd., Stores/the destination as mentioned in the P.O. ITI Ltd., will not take the responsibility of clearing the goods from the carriers godown/office/Railway Station/Airport, etc.
- (g) In case of supply of imported items by local dealers proof of import should be provided. Prices quoted should indicate clearly the Modvat relief (by way of C.V.D.), being passed on to ITI and supplier should furnish regular invoice indicating rate and amount of duty that is passed on which should be proportionate to the material sold to ITI from the relevant imported consignment, covered under this appropriate Bill of Entry.
- (h) If the supplier supplies the same item at a lower rate to any of their customers during the pendency of execution of ITI Ltd., Purchase Order/ Order Amendment, the supplier should voluntarily come forward and reduce the price.
- (i) The validity of your offer should be for a minimum period of 90 days from the date of opening the tender.
- (j) Any Plant/division of ITI reserves the right for placement of Repeat Order if required within one year of original PO date.

5. STATUTORY LEVIES:

- (a) All applicable statutory levies like Sales Tax WITH Form C & WITHOUT Form C, Excise Duty, VAT, etc., should be separately indicated with the current rate applicable. Otherwise quoted rate will be considered as inclusive of taxes / levies. Vague terms like "As applicable at the time of supply" should be avoided. Apart from Statutory levies other charges like handling, Packing & Forwarding etc., will not be paid by ITI Ltd.
- (b) In case of sales tax exempted delivery, authorisation letter from the competent authority should be enclosed along with the quote.
- (c) In case you absorb the sales tax portion, the same may be specified clearly in the quotation itself and not after opening the tender, which otherwise will be treated as post-tender correction and would disqualify your quote.
- (d) In case of statutory levies like Sales Tax, Excise Duty, Surcharge, VAT, etc., are modified, the same has to be intimated to ITI immediately.
- (e) In the event of any refund in Excise Duty/Customs Duty obtained from the Central Excise Department/ Customs Department by you or the manufacturer (if the manufacturer happens to be different from the supplier) on the Supplies made to us, such refunds should be passed on to us, immediately without waiting for any claim from us.

6. MODVAT RELIEF:

- (a) We are eligible to avail the credit of Excise Duty paid on items procured for manufacturing Tele-communication equipment under MODVAT RELIEF scheme. Hence "Invoice cum Gate Pass" in original for payment, and transporter copy duly marked and authenticated is to be produced along with the consignment. In case of your failing to adhere to this instruction, no ED will be reimbursed by us.
- (b) Invoices should be in the prescribed form and have all particulars as per the Central Excise Rules and notifications as amended from time to time, particularly Assessor code, Range Division, rate and amount of duty debited and debit particulars.
- (c) Agents/Distributors, on whom an order is placed, should also produce invoice Cum Gate Pass as per the procedure laid down by Central Excise Rules and notification issued from time to time. They should get registered with Central Excise authorities where ED is being passed on.

7. TERMS OF PAYMENT:

- (a) Payment will be made for the accepted quantity/services as per Main sheet NSU2C12W from the date of receipt of the material / services at our Stores / Destination.
- (b) No payment will be made for the rejected quantity.
- (c) In case you fall under SSI as per DIC, please mention the same in all your quotations / invoices indicating also the certificate number. This is essential if in the unlikely event of delay in payment, you would like to claim preferential payment as an S.S.I

8. INSPECTION: (As per Enquiry NSU2C12W)

- (a) ITI reserves the right to split the purchase order among the vendors who are capable of meeting the Quality, Delivery and Cost requirements. Preference will be given to the vendors with well-maintained and proven Quality Assurance.
- (b) We are planning to reduce inspection time with self-certification scheme for the vendors who keep up good quality leading to "ship to stock system".
- (c) Inspection of the material at our works/site will be final. ITI reserves the right to inspect the material at any other standard testing centre authorised by us.
- (d) We or our representative including our customer may if required preliminarily inspect the product at vendor's premises. Such verification shall not absolve the vendor of the responsibility to provide the acceptable product nor shall preclude subsequent rejection during the final inspection at our works/site. It is the responsibility of every vendor to ensure that only the inspected materials conforming to our specifications / drawings / requirements are supplied.
- (e) The supplies shall be from the latest batch of production. Batch Number should be indicated on the item/ packet / test certificate and accompanying delivery challan / test certificate.
- (f) Test Certificate/check list should accompany each supply. Consignments without test certificate, if asked for, are liable for rejection. Rejected material should be collected immediately (within 30 days) after our intimation by giving two days' prior notice for completing the necessary excise formalities. You should make arrangements to collect the material either personally OR through your authorized representatives. ITI does not take any responsibility to send the material back to you. After 90 days from the date of rejection intimation to you the material will be scrapped at your risk if not collected.

9. SAMPLES:

Those tenderers, who have not supplied the material against any of earlier orders, should submit FREE SAMPLES clearly indicating enquiry reference. Free samples along with your offer is preferable. In case of a Purchase Order on you, bulk supply should commence only after approval of samples and other approval formalities including infrastructure clearance.

10. WARRANTY:

ITI Ltd., is an ISO accredited company. All our equipment systems have a warranty as per Enquiry No NSU2C12W from the date of despatch to our customer. Hence, the warranty of your products should be as per Enquiry No NSU2C12W from the date of supply if not specified explicitly. Within this warranty period, if any of your components/subsystem is found defective during our manufacturing process/system testing/installation & commissioning/operation of our equipment in the field, the same is to be replaced free of cost immediately by you. Warranty specified in the P.O. to be reckoned as final.

11. GENERAL:

- (a) We reserve the right to accept or reject any or all offers and to order full or part quantities or cancellation thereof without assigning any reason whatsoever.
- (b) Successful tenderer only will be intimated by post through letter of intent / firm orders.
- (c) Canvassing by tenderers in any form including un-solicited letters against tenders submitted or post-tender corrections shall render their tenders liable for summary rejection.
- (d) Any Plant/division of ITI reserves the right for placement of Repeat Order if required within one year of original date.

12. DELIVERY SCHEDULE: (As per Enquiry NSU2C12W)

- (a) Please indicate minimum lead-time required, manufacturing capacity and the quantity that can be reserved for us.
- (b) **Liquidated Damages Clause:** Time is the essence of contract and the materials, against an order arising out of this enquiry must be delivered by the supplier according to the delivery schedule indicated in the P.O. In case of any change, the supplier should inform us in advance and obtain our approval to the revised delivery schedule. Should the supplier fail to deliver the material or part thereof as per the delivery schedule, or any extension thereof, we shall be entitled at our option either to recover from the supplier, as penalty, a sum equivalent to ½% (half percent) per week for first four weeks and 0.7% per week (fractions of a week will be considered as one week) thereafter for such delay or part thereof of the item delayed or terminate the contract in respect of the balance supply so delayed and purchase materials elsewhere at the risk and cost of the defaulted supplier. Delivery schedule specified in the P.O. will be final.

13. SECURITY DEPOSIT:

In case of an order / LOI on you, you will have to deposit an interest free security deposit of 3% of the Order value along with the order / LOI acceptance by Bank Guarantee subject to final decision of management in this regard, which will be forfeited in case you fail to execute the order to our satisfaction in all respects. The security deposit / BG will be refunded / returned after expiry of warranty period.

14. LOCAL REPRESENTATION:

Please indicate your local representative's address, telephone, Fax No., of the person to be contacted, in the offer.

15. TECHNICAL CATALOGUE:

The Technical Catalogue in English should be submitted. In the event of any change in the technical catalogue, updated version may be sent to us immediately. It is essential that you simultaneously take up the same with approval authority and their approval copy sent to us.

16. FORM C:

Form C will be issued only after receipt and acceptance of materials if applicable.

17. GOVERNING LAW:

All suits shall be instituted in a court of competent jurisdiction at Bangalore and in case of arbitration, the Indian Arbitration Conciliation Act, 1996 is applicable.

Deputy General Manager-MM(NS)

Enquiry Ref : ITI/MSP/Gujnet/GJ/Vehicle/2022-2023/tender
Date- 28.03.2022

Sub : Enquiry for vehicles on monthly rent basis at different locations in Gujarat.

ITI Ltd. is working in Gujarat for laying fiber cable, installation of GPON equipment & NMS in Gujarat State under Bharatnet II project. We require vehicles (four wheeler like Swift Dzire or equivalent) on monthly rent basis in Gujarat at different locations.

Swift Dzire or equivalent 05 No (Non AC / AC) Model -2020 or higher Model, Required 2 No vehicles at Ahmedabad and 01 No vehicle each at Palanpur, Godhara, Surat, on monthly rental basis. However, order will be placed as per ITI project requirement.

Please upload your offer with lowest rate in ITI tender wizard (E tendering). Due date is 25-05-2022 at 2 PM and tender opening date is 25.05.2022 at 3PM

Submission of online Bid & Procedure to be followed visit www.tenderwizard.com/ITI Limited.

For queries Please contact

**Sunil Kumar
AM-(HR)-MSP- GJ
ITI Ltd.
(A Govt. of India Undertaking)
Project Office
301-304, Skylar Building,
Corporate Road, Prahlad Nagar
Ahmedabad-380015**

**Phone: 9426743421
E Mail:sunillko.sharma8@gmail.com**

Enquiry Ref: ITI/MSP/Gujnet/GJ/Vehicle/2022-2023/tender
Date- 28.03.2022

Technical Bid

1. Technical Bid

- a) Vehicles Registration Papers for commercial use (RC as commercial vehicle)
- b) Present insurance certificate of the vehicles
- c) Undertaking from owners (in case not in own name) that the vehicle will be deployed in ITI Ltd Project for a period of 12 months.
- d) Pan No and GST No of Vehicle owner / Contractor.
- e) Rs 25,000/- towards EMD deposit by way of NEFT / Demand Draft / Pay Order / Banker's Cheque in account of ITI Limited, Bangalore, Account No 10637729843, IFSC code: SBIN0009077, MICR code: 560002016, address: State Bank of India, Industrial Finance Branch, Residency Road, Bangalore-560025. Payable at Bangalore before submission of tender.
- f) The Technical Bid duly signed as token of acceptance should be enclosed along with the quotation offer.
- g) Annexure 1 (Technical Bid)

2. Bids will be accepted up to 2.00 PM on 25.05.2022 at ITI Tender wizard and Opening date is 25.05.2022 at 3.00PM

3. The tenderer needs to quote the rate of the following vehicle only.
Swift Dzire or equivalent —05 No (Non A/C/ AC) Model -2020 or higher Model. Required Two No vehicles at Ahmedabad and One No vehicle each at, Palanpur, Godhra and Surat, on Monthly rental basis. The vehicles should have the AC facility for occasional use. However, It is on discretion of ITI Ltd to take extra vehicle on same rate & Terms condition from successful vender.
4. The tenderer must have either ownership of vehicle or having written undertaking from owner of vehicle that the vehicle will be exclusively deployed in the ITI Ltd. Project, at different locations mentioned above in clause 3.
5. The vehicles can be used anywhere within the Gujarat State including Daman & Diu. The vehicles must have permit for traveling within Gujarat state.
6. During running period the contractor shall ensure that the vehicles engaged have valid documents like registration, insurance, driving license etc. as per the existing law from time to time.
7. The contractor ensure and keep the vehicles in perfect running, neat & tidy condition.
8. The drivers engaged should be in proper dress, well behaved and should carry valid driving license & mobile phone. Person below 18 years of age should not be employed.
9. The contractor will maintain log book for the vehicles and got it countersigned by the authorized officer on day to day basis .

(Signature & Stamp of Tenderer)

10. Duration of the contract will be for 12 months from the date of PO, ITI reserve the right to extend the contact further for another one year on the same rates, terms & conditions with mutual consent and any demand for increasing of rate will be applicable only after reviewing the justification by ITI management .
11. Validity of the offers is 90 days.
12. ITI will not bear any responsibility for any loss or damage of the vehicles provided by the contractor in case of any accident, theft, riot ,Police Challans, Violation of Govt. Rules or unforeseen circumstances.
13. Unused Kms if any during a particular month will be carried over to subsequent two months and will be adjusted against any extra Kms if performed over and above the contracted slab ie. 1500/2000 Kms.
14. Security Deposit - 5% security deposit will be deducted from monthly bills. EMD will however be adjusted in the security deposit. Security deposit will be refunded after successful completion of the contract.
15. In case of any dispute or difference, the decision of AGM (MSP), ITI Ltd, Ahmedabad is final and binding on both the parties.
16. ITI reserves its right to cancel any or all the tenders without assigning any reason thereof.
17. In case of non-satisfactory services the contract can be terminated with one month notice period without any financial impact /claims on ITI.
18. The tenderer is required to read all the clauses carefully before quoting the rates. Any claim whatsoever regarding ignorance of clauses on a later date shall not be entertained.
19. ITI may higher the number of vehicles depending on requirement.
20. Any dispute arising will be subject to Ahmedabad Jurisdiction.

Submit your valued offer within due date along with requisite documents in ITI tenderwizard (E tendering)

(Signature & Stamp of Tenderer)

Enquiry Ref: ITI/MSP/Gujnet/GJ/Vehicle/2022-23/tender
Date- 28.03.2022

Financial Bid

Financial Bid

- 1- Price Sheet Annexure II (Financial Bid)
- 2- Rate should be quoted on monthly basis in two slabs for Mileage up to 1500 /2000 Kms with 12 hours duty per day.
- 3- Rate should be quoted for extra Mileage (Beyond 1500/ 2000 Km) and extra hours beyond 12 Hrs regular duty.
4. Rates should be quoted for AC & Non AC vehicle separately as per attached sheet Annexure II.
5. The rates quoted will be applicable for 12 hours from reporting time to closing time each Day. Normal duty hrs 9.00 AM to 9.00 PM per day. Rates should be quoted on monthly basis 30/31 days a month whichever is applicable.
6. Price Variation clause: Monthly Hire charges and Extra mileage rate would be increased /decreased, if the rate of diesel increases or decreases from the base rate. The changes in rate of diesel (both increase/decrease) would be compensated/adjusted by 0.3% of the contracted rate of item no.1&2 (Reference Price Sheet) on every 1% increase /decrease in diesel rates only. The average price of month will be considered for price variation clause for that month. Diesel price of Ahmedabad will be considered for price variation for all locations in Gujarat. For claiming price variation against Diesel variation in a month, the contractor has to submit the certified Diesel rate for the month for considering escalation /de-escalation in claim price if any.
7. GST is payable extra.
8. Toll Tax and Parking Charges will be paid extra on production of receipts.
9. Rates may be quoted considering Basic Rate of Diesel Rs 90.00(Basic Rate) as on dated 21.03,2022
10. Night Halt charges will be paid in extra between 12 Midnight to 8 AM next morning moved from originating location to another location and retained there.
11. However if vehicle is remained at originating location in night. All the extra working hour will be counted in extra hour, no night halt will be given after 12 midnight working.
12. Payment shall be made on monthly basis within 15 days on submission of bills along with log book of vehicle by the contractor.
13. Taxes and other Government levies will be deducted as per rule.
14. Penalty Clause: If the contractor fails to provide vehicle in scheduled time and date, a penalty of Rs.500/- for each failure will be levied besides deduction in monthly charges on prorata basis. Similarly, in case of breakdown of the vehicle, the contractor will intimate and have to provide substitute vehicle otherwise actual expenditure on hiring alternate vehicle will be deducted from the bills.
15. The Financial Bid duly signed as token of acceptance should be enclosed along with the quotation offer.

(Signature & Stamp of Tenderer)



BANK GUARANTEE PROFORMA

1. As agreed under the relevant terms and conditions of Purchase Order Ref. _____ dated _____ (hereinafter called the said Purchase Order) between M/s. ITI Ltd., NS Unit, Dooravaninagar, Bangalore - 560 016, India. (hereinafter called the Purchaser) and M/s. _____ (hereinafter called the Supplier) for supply of _____, the Supplier hereby agrees to furnish a Security Deposit against supply performance by way of an irrevocable Bank Guarantee for Rs. _____ (Rupees _____). We _____ (indicate the name of Bank) (hereinafter referred to as 'The Bank' at the request of the Supplier do hereby undertake to pay to the Purchaser, an amount not exceeding Rs. _____ (Rupees _____) against any loss or damage caused to or suffered or would be caused to or suffered by the Purchaser, by reasons or breach by the said Supplier of any of the terms or conditions contained in the said Purchase Order.
2. We _____ (indicate the name of Bank) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser, by reason of breach by the said Supplier of any of the terms and conditions contained in the said Purchase Order or by reason of the Supplier's failure to perform the said Purchase Order. Any such demand made on the bank shall be conclusive as regards the amount due and payable by The Bank under this Guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____).
3. The Bank further agrees that the Purchaser shall be the sole judge as to whether the said Supplier has committed any breach or breaches of any of the terms and conditions of the contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Purchaser on account thereof, and the decision of the Purchaser that the said Supplier has committed such breach or breaches and as to the amount or amounts of loss, damage costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Purchaser from time to time shall be conclusive, final and binding on The Bank.
4. We undertake to pay to the Purchaser, any money so demanded notwithstanding any dispute or disputes raised by the Supplier in any suit or proceedings pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
5. It shall not be necessary for the Purchaser to proceed against the Supplier before proceeding against The Bank and the Guarantee herein contained shall be enforceable against The Bank notwithstanding any security which the Purchaser may have obtained or obtains from the Supplier.
6. We _____ (indicate the name of Bank) further agree with the Purchaser, that the Purchaser shall have the fullest liberty without our consent and without effecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Purchase Order or to extend time of performance by the said Supplier from time to time or to postpone for any time or from to time any of the powers exercisable by the Purchaser against the said Supplier and to forbear or enforce any of the terms and conditions relating to the said Purchase Order and we shall not be relieved from our liability by reasons of any such variation, or extension being granted to said Supplier or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser, to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier.
8. We _____ (indicate the name of Bank) undertake not to revoke this Guarantee during its currency except with the previous written consent of the Purchaser, in writing.
9. Notwithstanding anything contained in the foregoing clauses, our liability under this guarantee is restricted to Rs. _____ (Rupees _____) and our guarantee shall remain in force until _____ (Date of expiry of Warranty period). Unless a demand is made against us to enforce a claim under this guarantee within three months from the date of expiry of warranty period, all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liability hereunder.

For _____ (indicate the name of Bank)

DATE:
PLACE:

Ref No: NSU2C12W		PRICE BID FORMAT				ANNEXURE V
SI. No.	Vendor Name	Ahmedabad	Surat	Godhra	Palanpur	
	Particulars					
1	Running of vehicle for 12 hrs. per day (Swift Dzire or equivalent- Sedan) for 30 days a month					
	Monthly rental per vehicle (01 vehicle at each location)					
	(a) Up to 2000 km 2020 or higher model					
	(i) Non AC					
	(ii) AC					
	(b) Up to 1500 Km 2020 or higher model					
	(i) Non AC					
	(ii) AC					
2	Extra Mileage Charges per km beyond 1500 / 2000 KM normal running.					
	(i) Non AC (Rs...../ Km)					
	(ii) AC (Rs...../ Km)					
3	Extra Running Charges per hour after normal full day of 12 hours per vehicle (Extra hours will be counted upto 12.00 midnight after using the vehicle for 12 hours) (Rs...../ hr)					
4	Night Halt Charge (At any Location within Gujrat) if any (Rs...../ Night)					
5	AC running charges per Km (Rs...../ Km)					

Note: GST extra as applicable



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, 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 bidder/contract ON THE SECOND PART.

Preamble

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

In order to achieve these goals, the Principal has appointed an Independent External Monitor (IEM), who will **monitor** the tender process and the execution of the contract for compliance with the principles as mentioned herein this agreement.

WHEREAS, to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact the terms and conditions of which shall also be read as integral part and parcel of the Tender Documents and contract between the parties.



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

SECTION 1 – COMMITMENTS OF THE PRINCIPAL

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
- a. No employee of the Principal, personally or through family members, will in connection with the tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.
 - 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 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 sub-contractor(s)/sub-vendor(s)/associate(s), if any, and to submit the same to the Principal along with the tender document/contract before signing the contract. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the provisions laid down in the Integrity Pact Agreement by any of its sub-contractors/sub-vendors/associates.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this Integrity Pact or violate its provisions.

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

- 7.1 If the Principal receives any information of conduct of a Bidder(s)/Contractor(s) or sub-contractor/sub-vendor/associates of the Bidder(s)/Contractor(s) which constitutes corruption or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer of the Principal for appropriate action.

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

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



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- 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 – FACILITATION OF INVESTIGATION

- 9.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the Principal or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) shall provide necessary information and documents in English and shall extend all help to the Principal for the purpose of verification of the documents.

SECTION 10 – LAW AND JURISDICTION

- 10.1 The Pact is subject to the Law as applicable in Indian Territory. The place of performance and jurisdiction shall be the seat of the Principal.
- 10.2 The actions stipulated in this Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

SECTION 11 – PACT DURATION

- 11.1 This Pact begins when both the parties have legally signed it. It expires after 12 months on completion of the warranty/guarantee period of the project / work awarded, to the fullest satisfaction of the Principal.
- 11.2 If the Bidder(s)/Contractor(s) is unsuccessful, the Pact will automatically become invalid after three months on evidence of failure on the part of the Bidder(s)/Contractor(s).
- 11.3 If any claim is lodged/made during the validity of the Pact, the same shall be binding and continue to be valid despite the lapse of the Pact unless it is discharged/determined by the Chairman and Managing Director of the Principal.



SECTION 12 – OTHER PROVISIONS

- 12.1 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate Office of the Principal at 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 Bidder(s)/Contractor(s) or a partnership, the pact must be signed by all consortium members and partners.
- 12.4 Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 12.3 Any disputes/ difference arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.
- 12. 4 The action stipulates in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Pactat 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).....