



ITI LIMITED
Palakkad Plant, Kanjikode West
PALAKKAD – 678 623
KERALA -INDIA
Web site <http://itipalakkad.in/public/tenderterms.htm>.

Phone: (0491)2566010(4 Lines)
(0491) 2566180
E-Mail : pur1_pkd@itilttd.co.in

Ref: RFQ PF191A025

19/01/2021

Dear Sir,

Sub: Request for quotation – Digital Storage Oscilloscope.12 BIT – 3Nos. for ITI Ltd. Palakkad.

ITI Ltd, Palakkad Plant, invites quotations from reputed Original Manufacturers or their Authorized Representatives for the Supply, Installation, Testing, Commissioning and Acceptance of Digital Storage Oscilloscope 12BIT.

Specifications : 12 Bit High resolution Oscilloscope, 4 Analog Channels, 500MHz Band width, 6.25Gsa/S, 30M record length, Standard Accessories, 500MH Probe kit 4 Nos. Power cord, USB cable. Users manual, Calibration Certificate and OEM Authorization letter from authorized Suppliers. Model : MSO44-500, Make : TEKTRONIX,

Section A

General Terms and Conditions:-

1. Terms of price : FOR Kanjikode, At our Store(Including Installation Testing Commissioning and acceptance as per our Spec).
2. Due date : 03-02-2021 at 04.00 pm.
3. Tender opening date : 04-02-2021 at 02.30 pm.
4. Validity of the quote : 120 days.
5. Warranty : 3 years
6. Packing : Standard packing
7. Payment : 90% Payment, After Delivery and Commissioning, balance 10% will be made immediately against submission of PBG for an amount of 10% of the PO value, valid for a period of warranty period.
8. Earnest Money Deposit : The Bidder shall submit a Demand Draft for an amount of Rs. 100000/- (Indian Rupees One Lakh only) drawn in favor of ITI Limited, Payable at Palakad, from any Indian Nationalized / Scheduled Bank Towards Earnest Money Deposit (EMD)
9. Discharge of EMD : The EMD of bidders those who are not qualified after Technical Evaluation, will be returned within 30 days from the date of bid Opening. The EMD of successful bidder shall be discharged within 30 days after the bidder's acceptance of Purchase Order and Submission of performance bank guarantee. The EMD of all other Unsuccessful bidder's shall be discharged within 30 days from the Date of price bid opening. The EMD will be forfeited if the bidder Withdraws the bid during the validity of the bid, or, in the case of a Successful bidder, the bidder fails to accept the Letter of Intent / Purchase order or fails to submit the Performance Bank Guarantee.
10. Delivery & Commissioning : within 6 weeks from the date of Purchase Order (PO).
11. PBG : The Supplier shall submit Performance Bank Guarantee for an amount of 10% of the order value, valid for warranty period, issued by any Nationalized / Scheduled Bank. The PBG format is

given below as annexure 1.

12. Integrity pact : An Integrity Pact shall be signed in a plain paper as per the format as annexure 2

13. Eligible bidders

- a The Bidder should be an Original Equipment Manufacturer (OEM) or their authorized dealer. If the bidder is an authorized representative of the OEM, certificate / undertaking from respective OEM authorizing him as a fully empowered representative shall be submitted along with the bid.
- b Bidder or the OEM should have executed PO similar to the one called for in this tender covering all, least two locations in India in the last two years. The bidder shall submit a certificate confirming this eligibility conditions as part of the bid documents. The bidder shall also give the list of customers in India with whom similar projects have been executed along with the bid.
- c Certificates from at least two customers in India for the satisfactory working of similar projects and maintained the systems at least two years, with address and contact details for these customers.

14 Submission of Bid documents

14.1 The bid will be processed on a TWO BID SYSTEM.

14.2 The bidder shall submit the following documents along with the bid. The documents shall be submitted in two sealed covers separately marked as
(a) Techno-commercial & Eligibility bid (b) Price bid. Both covers shall be put in a separate cover. The covers shall be super scribed with our RFQ reference and due date.:

14.3 The cover marked Techno-commercial & Eligibility Bid shall have the following documents:-

- a Documents to prove eligibility conditions as per clause 13.a to 13.c above
- b Earnest Money Deposit as per Clause 8
- c Clause-wise compliance to General Terms and Conditions (Section A), Technical Specifications, Requirements and Conditions and the technical clarifications issued by the Purchaser, if any. Documentary proof for specific clauses as per tender requirement (other than those covered on the eligibility clause).
- d Price bid without indicating the price
- e Signed Integrity pact

14.4 The Price Bid shall have the following documents.

- a The price bid shall be as per the format (Section-B)

14.5 The bidder is expected to examine all requirements, terms and conditions of the tender. Failure to furnish required information in every aspect or non-submission of necessary proof and relevant document or non-submission of EMD may lead to rejection of the bid.

14.6 Each page of the bid document shall be signed by the bidder except the technical manuals associated with the bid where signing of each page is not mandatory).

Please submit your most competitive Offer for the above items in the following address in a sealed envelope to reach us on or before the due date ie. 03-01-2021 at 4.00 pm. The quote will be opened on the next working day at 2.30pm. On the day of the bid opening the covers containing Eligibility Bids only will be opened. The purchaser will evaluate the technical bids of those who have been found eligible. The Price bids of only those qualified after technical evaluation will be considered for further processing. Price bid opening date will be informed to the qualified bidders separately by the Purchaser. The interested bidders can participate in the tender opening.

The mail ID for general correspondence/queries / clarifications : pur1_pkd@itilttd.co.in

Deputy General Manager (MM)

M/s. ITI Limited

Kanjikode West. P.O,Palakkad, Kerala, India - PIN 678 623

Phone: 0491 2564330/375, FAX: +91 491 2566009

E-mail: pur1_pkd@itilttd.co.in.

ANNEXURE 1

PERFORMANCE BANK GUARANTEE FORMAT

In consideration of (the Purchaser's name and address) (herein after called as Company) we, Bank executed this Performance Guarantee Bond as surety to the cost of supplied by (hereinafter called as the Supplier) as per the Purchase Order no. dated, of the Company.

1. At the instance of failure by the Supplier to perform to the satisfaction of the Company, up to..... or before the expiry of this guarantee, or within the period whichever is earlier, we..... Bank hereby undertake to pay (The Purchaser's name and address) an amount not exceeding Rs. (10% of total purchase order value).
2. We..... Bank agrees to pay for the value up to a limit of Rs. and interest thereon from the date of notice till the date of payment at % per annum without any demur, merely on a demand notice from the Company stating that the Company has suffered loss due to non-performance of the equipment 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 to 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 tribunal relating thereto our 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 there under 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 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 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 this provision, have effect of so relieving us.
5. This guarantee will not be discharged due to the 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 during its currency except with the previous consent of the Company by writing.

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

Witnesses (1)

For Bank

(2)

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 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 acting as (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 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, 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 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 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 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 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 furnish 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 before the award of the contract or during execution has committed a transgression in violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify Bidder(s)/ Contractor(s) from the tender process.
- 3.2 If the Bidder(s)/Contractor(s), has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklisting for future tender/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and

circumstances of each case, particularly taking into account the number of transgression, the position of the transgressor within the company hierarchy of the Bidder(s)/Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.

- 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 _____ 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 _____ out from violation of integrity pact Bidder(s)/ Contractor(s) shall not entitled for any _____ 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 _____ 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 _____ 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 _____ 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 _____ 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 _____ 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 _____ a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and 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 _____ 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 _____ to _____ weeks 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 IEM appointed by the principal shall be communicated separately.

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 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 this Pact or interpretation thereof shall not be subject to any Arbitration.

12.4 The action stipulates in this Integrity Pact are witho 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)

Section B

Price Bid Format

Sl. No.	ITEM Description	QTY	Unit Rate (Rs.)	Taxes if any	Total Value
1	Digital Storage Oscilloscope 12Bit as per spec.	3			

.....

Signature of the bidder with date and seal

For general correspondence / queries you are requested to communicate to pur1_pkd@itilttd.co.in.

MSME and NSIC Vendors may please forward valid MSME and NSIC registration certificate for the supply of above item.

For ITI Limited

G. Jayanthimala
DGM(COM & MM)
ITI Ltd. Palakkad.