

ITI LIMITED

[A GOVERNMENT OF INDIA UNDERTAKING]
EASTERN REGIONAL OFFICE: 22, CHITTARANJAN AVENUE, KOLKATA-700 072
TEL-NO: (033) 2212-7893 / 2212-7600 FAX: (033) 2212-6353 E-MAIL: ro_kol@itiltd.co.in

NOTICE INVITING TENDER

Tender ref no. NIT No.604-2021/AMC of Computers & accessories

Dated 29-09-2020

Name of Work: AMC of our Office Computers, accessories & Existing Network

TENDER CONDITIONS

Due Date of Tender Submission: 15-10-2020 / 15.00 hrs.

Due Date of Tender Opening: 15-10-2020 / 15.30 hrs.

To be submitted at: ITI LIMITED, 22, C.R. AVENUE, KOLKATA-700072

- 1. Prospective Vendors are requested to submit the FULL Tender Paper duly 'Complied '& Signed in a sealed Envelope super scribed by 'Tender No', 'Due Date' and 'Nature of Job' along with self -attested enclosures of each item as mentioned in Annexure II.
- 2. Prospective vendors are requested to submit the best offer in sealed **envelope** in two bid format (Technical Bid & Price Bid). Technical Bid & Price Bid are required to be sealed separately and then both are to be put in a 3rd envelope. **Price bid should contain only Price related information as per scheduled format**. For any additional information separate sheet may please be attached. Other documents including EMD & Tender cost are to be kept in Technical bid. For evaluation purpose, technical bid will be opened first. Price bids would be opened only for those bidders who would qualify in Technical bid.
- 3. <u>INSPECTION</u>: Each bidder must inspect all machines before quoting as per Inspection schedule as given in Annexure I. Prior to the inspection, bidder must apply in their Company's letter head for arranging of inspection. Inspection report to be given in the Technical Bid. <u>Bids submitted without inspection would be directly rejected</u>.
- 4. Prospective vendors have to follow strictly the format of Price Bid. Any other format would not be considered. Price to be mentioned both in figure and words. Price should be inclusive of all type of taxes and all type of charges such as component charge, labour charge etc if any.

Cost of the bid will be Rs. 1000/- (Rupees one thousand). Each bidder has to submit the tender cost of Rs.1000/ along with their bid documents in the form of DD drawn on any Nationalized Bank. Tender cost is non-returnable.

- 5. Each bidder has to submit the **EMD of Rs.5000/- (Rupees thousands)** along with their bid documents in the form of DD drawn on any Nationalized Bank in favour of ITI Limited. EMD would be refunded to unsuccessful bidders within 15 days from the finalization of tender without any interest. In case of successful bidder, EMD would be converted to the security deposit and that would be refunded after expiry of contract period without any interest. Bids without EMD would be treated as cancelled. Further no SD would be deducted from any bill.
- 6. W.O. will be issued to successful bidders who have valid GST No. & PAN No.
- 7. All decisions will be finalized by M/S ITI Ltd.
- 8. Other terms and condition will be governed by ITI's general terms and conditions.
- 9. ITI, Kolkata reserves the right to reject any or all the tenders, order for part or whole of the quantity without assigning any reasons whatsoever. ITI Kolkata is not bound to place order on L1 bidder.
- 10. For any legal disputes our jurisdiction would be in Kolkata, WB only.

Addl . General Manager For ITI Limited. Kolkata

[Read, Understood & Complied]

Signature & Seal of Bidder

Place:

ANNEXURE-I

NIT No.604-2021/AMC of Computers & accessories

Dated 29-09-2020

- 1. Name of Bidder:
- 2. Full Address of Bidder:

3. RATE: To be filled up in Annexure V

- 4. We will agree to accept the Work Order from M/s ITI limted at L-1 rates for partial or full Work Order value .
- 5. I / We are aware of all the conditions of the tender and will abide by the rules & regulations as decided by M/s ITI Limited & whatever decisions would be taken by M/s ITI Ltd. on this bid.
- 6. We are aware that non conformation of Point no. 10 will affect our prospects in all future tenders of ITI Ltd.
- 7. Fault to be rectified as per daily Complain register which would be maintained by ITI. Your technician should visit our office at least three days in a week / as and when required to check the complaint register if any pending fault is there and to take action accordingly.
- 8. We are responsible for periodic updating of anti virus software from internet or CD media to protect the machines round the clock. We have to maintain the existing application software 'AS IT IS BASIS'. In failure of any system programme and/or application software we have to re-load the same at own RISK & COST.
- 9. AMC would cover all parts of computers, Monitors, UPS (except UPS Battery), Printers (except Printer Head for DMP) & existing LAN.
- 10. Payment would be made through NEFT/RTGS within 10 days after submission of GST bill with attached the Work Order copy of ITI on quarterly basis. 1st payment would be released after 03 months from the starting date of AMC.
- 11. If any complaints are received from any HOD in writing during contract period, on delay in fault Attending/Unsatisfactory service, then contract may be terminated giving 07 days' notice.
- 12. During the Contract Period Rate, terms & conditions would remain same.

13. Schedule of Inspection:

(1) Date of accepting of application for inspection: 09-10-2020.

[Bidder must apply on their Company's letter head referring 'Tender No '& 'Nature of Job' on the application. Contact details such as Phone No, Mobile No, Fax No, E-mail ID as available may please be mentioned.]

(2) Schedule for Inspection:

Date: 12 Oct'2020 (Monday) & 13 Oct'2020 (Tuesday)

Time: 11 a.m. to 3 p.m.

Contact person: B C Bairagya (CM-BD & MM)

Mob No. 6291865321/9002487827

[Read, Understood & Complied] Signature & Seal of Bidder Place:

Piace.
Date:

SPECIAL TERMS AND CONDITIONS

- 1. For tenders involving ITI manufacturing products, ITI will provide the required quotes etc.
- 2. ITI reserves the right to undertake the supplies up to 50% of the order quantity.
- 3. The bid preferably should be spiral bounded and each page should be serial numbered.
- 4. ITI reserves the right to undertake services likes installation and commissioning activities, Annual Maintenance Contract (AMC) etc. up to 50%.
- 5. ITI reserves the rights to split the balance orders (after taking out the ITI portion) in 70%: 30% ratio between H1 and H2 (Highest margin bidders) for speeding up the work, provided H2 bidder matches H1 margins offered, and wherever technically feasible.
- 6. All activities like Proof of concept on "No Cost No Commitment" (NCNC) basis wherever applicable will be the responsibility of agencies.
- 7. Agencies should be willing to impart required training to ITI engineers for undertaking services & execution of project.
- 8. Agencies will be responsible for any short coming in the BOM and the same should be rectified free of cost.
- 9. Agencies should be willing to provide ToT for manufacture of offered products in ITI.
- 10. Agencies should be willing to sign an exclusive agreement with ITI for smooth execution of the project.
- 11. All commercial terms will be as per the RFP/PO.
- 12. Earnest Money Deposit (EMD) / Bid security required for submitting the bid will be borne by the selected agency.
- 13. Performance Bank Guarantee (PBG) will be shared among all the work executing agencies depending upon the ratio of order value.
- 14. All CVC circulars/ Statutory guidelines as applicable needs to be followed.
- 15. Margin to ITI would be payable on supply, I&C and AMC services undertaken by the selected agency for the project.

[Read, Understood & Complied]

Signature & Seal of Bidder Place:
Date:

Documents to be submitted along with Bid

- 1. Full tender paper including Annexure I, II, III, IV duly signed, sealed and complied in two bid system as directed at Point 1 under Tender Condition.
- 2. Self attested copy of registration of Company.
- 3. Office address with all communication details.
- 4. Self-attested copy of GST Registration Certificate.
- 5. Self-attested Copy of last three years Balance Sheet.
- 6. Self attested copies of experience details (last 3 years) in the related field.
- 7. Self-attested copies of previous experience with ITI/Public Sector/Corporate Sector
- 8. Self-attested PAN copy.
- 9. DD of Rs. 1,000/ towards Tender Cost in favour of ITI Ltd Kolkata from any Nationalized Bank.
- 10. DD of Rs. 5,000/ towards EMD in favour of ITI Ltd Kolkata from any Nationalized Bank. EMD of successful bidder will be converted to SD and same will be refunded after completion of contract period.
- 11. Inspection report in our format. (Inspection format would be given at the time of inspection).
- 12. Bidders must provide their Bank details for NEFT/RTGS

[Read , Understood & Complied]

Signature & Seal of Bidder

Place:

Date

	Clause	Reply of	Remarks
		Bidders	
I.	Clause of BID SECURITY		(Whether Complied or
			not)
II.	Fault rectification period		(Specific Time in hours)
III.	If fault can not be rectified within 8		(YES/NO)
	working hours, backup unit to be		
	provided		
IV.	At least three days in a week / as and when		(YES/NO)
	required your technician must checkup our		
	complain register within 11 a.m.		
V.	If fault is not rectified OR satisfactory		(YES/NO)
	backup unit is not provided then our		
	equipment would be repaired at your own		
	Risk & Cost.		
VI.	1 1		(YES/NO)
	UPS (except UPS battery), Printers		If no, then please
	(except Printer Head of DMP) & existing		mention clearly the parts
	LAN Network .		not covered by AMC.

[Read , Understood & Complied]

Signature & Seal of Bidder

Place:

Date

ANNEXURE V

Seal of Company

NIT No.604-2021/AMC of Computers & accessories

Dated 29-09-2020

Due Date of Tender Submission: 15-10-2020 / 15.00 hrs.

PRICE BID

Item No	Job Description	Tentative Quantity	Rate/Unit /Annum In Rs.	Rate/Unit/Annum In Words
1	AMC for Computer (Inclusive of all spares)	12 nos.		
2	AMC for UPS (Inclusive of all spares except battery)	12 nos		
3	AMC for Dot Matrix Printer (Inclusive of all spares except printer head)	02 nos		
4	AMC for Deskjet Printer (Inclusive of all spares)	3 nos		
5	AMC for Laserjet Printer (Inclusive of all spares)	02 no		
6	AMC for Scanner	01 no		
7	AMC for the existing Networking (Inclusive all spares)	Lot		

NOTE: Quantity may vary and that would be finalized at the time of placing of contract.

Signature of authorized person of the bidder:	
Place:	Date:
Full Name in Block Letter:	

FOR ITI LIMITED Addl. GENERAL MANAGER – MSP (WB & NE) ITI Limited, MSP Kolkata

Bidder's communication details		
Full Name in Block Letter:		
Address:		
Mobile no:		
e-mail id:		
Fax no.:		

NOTE: For any queries please contact:

• Mrs B C Bairagya -Chief-Manager (MM & Mktg.) at 033-2212-6532/6291865321

ANNEXURE IV

PRE-CONTRACT INTEGRITY PACT

EOI No. EOI No
Scope of Work:
LOI No.
Work Order No.
Work Order Value
<u>GENERAL</u>
con
AND:
representatives, successors and assigns of blader, contract on the second 1 and
Preamble

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 CONVENANTS STIPULATED IN THIS PACT THE PARTIES HEREBY AGREE AS FOLLOWS AND THIS PACT WITHNESSETH 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 of 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 bidders(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 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 or 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.

SECTION2-- COMMITMENTS OF THE BIDDER/CONTRACTOR

- 2.1 2.1- The Bidder(s)/ Contractor(s) commits himself to take all measures necessary to prevent corrupt 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 Bidder(s)/ Contractor(s) 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 on to 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 original 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--- DISQUALIFICATIONS 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 put his reliability or credibility in question the Principal is entitled to disqualify Bidder(s)/ Contractor(s), from the tender process.
- 3.2 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 in to 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 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 or EMD of the Contractor as the case may be 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-contractor(s)/sub-vendor(s)/associate(s).
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this Integrity Pact or violate its provisions.

SECTION7—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.

SECTION8—INDEPENDENT EXTERNAL MONITOR(S)

- 8.1 The Principal appoints competent and credible Independent External Monitors(s) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extend 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 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 tolerate action.

- 8.5 The Monitor will submit a written report to the Chairman & Managing Director of the Principal within two to four 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 Independent External Monitor appointed by the Principal at present is furnished below:

Shri Venugopal K. Nair, IPS(Retd) P-1,Waterford Apartment Pt. Kuruppan Road, Thevara Kochi – 682 013, KERALA

SECTION 9—FACILATION 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 JURIDICTION

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

SECTION 11- PACT DURATION

- 11.1 This Pact begins when both the parties have legally signed it. It expires after 12 months on completion of the warranty/guarantee period of the project/work awarded, to the fullest satisfaction of the Principal.
- 11.2 If the 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 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.
- 12.5 Any disputes/difference arising between the parties with regard to term of this pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.
- 12.6 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 witnesses:

For PRINCIPAL	For BIDDER(S)/CONTRACTOR(S)		
(Name & Designation)	(Name & Designation)		
Witness	Witness		
1)	1)		
2)	2)		