



ITI LIMITED :: KANJIKODE WEST :: PALAKKAD 678 623 :: INDIA

Phone: +91 491 2566180; Fax: +91 491 2566009

Enquiry ref: PX193B038

Date: 15/03/2023

To:

Sir,

Sub: Request For Quotation – Press-Fit Connector Machine

ITI Limited, Palakkad, invites quotations online (E-tender) from OEM / Authorized Agents for supply, installation, testing and commissioning of **Press-Fit Connector Machine as per Section-B**. The RFQ document attached herewith explains the scope of work, specification and requirement of the equipment, terms and conditions, minimum eligibility criteria for the bidders, instruction to the bidders, etc.

The RFQ document consists of:

1. This Covering Letter
2. Index
3. Section A – General Terms & Conditions
4. Section B – Technical Specification
5. Section C – Other Technical Terms and Conditions
6. Section D – Instruction to Vendors regarding E-tendering
7. Section E – Questionnaire / Compliance / Eligibility – Evaluation Format
8. Section F – Performance Bank Guarantee Format
9. Section G – Price Bid Format-BOQ
10. Section H – Integrity Pact Format

Time Schedule

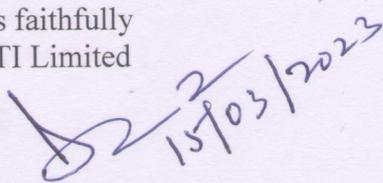
1. RFQ Release date : 15-03-2023
2. Last date for request for clarifications : 25-03-2023
3. Publication of clarifications or addendum if any : 29-03-2023
4. Last date for submission of quotation : 05.04.2023 at 13.00 Hrs
5. Tender opening (Eligibility bid) : 05.04.2023 at 14.30 Hrs

Please submit your quotation before the due date and time.

Thanking you

Yours faithfully

For ITI Limited


15/03/2023

VIJAYAKUMAR B

Chief Manager – Materials Management and Technical Support

ITI Limited

Kanjikode West, Palakkad 678 623, Kerala, India

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SECTION - A

GENERAL TERMS & CONDITIONS

1. Introduction

ITI Limited, Palakkad, in Kerala State, India is establishing State of Art Manufacturing facilities. The scope of tender covers supply, installation and commissioning of **Press-Fit Connector Machine as per Section-B**, supported by comprehensive warranty for two years or more.

2. Definitions

- 2.1. "The Purchaser" means ITI Limited, Kanjikode West, Palakkad, Kerala, India (hereafter referred to as ITI).
- 2.2. "The Bidder" means the individual or the firm who participates in the tender and submits the bid.
- 2.3. "The Supplier" means the individual or the firm who is the successful bidder supplying and commissioning of the tendered items.
- 2.4. "Letter of Intent" means a letter issued by the Purchaser indicating his intention to place Purchase Order on the successful bidder.
- 2.5. "The Purchase Order" means the order placed by the Purchaser on the Supplier for the supply and commissioning and fulfilling other conditions as required in the tender for the specific items required by the Purchaser. This shall be deemed as "Contract".
- 2.6. "The commissioning" means the acceptance of the systems by the Purchaser in writing.

3. E-tendering Instructions to Bidders : Please refer Section-D

4. Eligible bidders

- 4.1. The Bidder should be the Original Equipment Manufacturer (OEM) or their authorised Agent for the tendered Machines. The Authorised agent should have track record of supplying and maintaining machines of the OEM for at least Three years in India.
- 4.2. If the bidder is not the OEM, letter from the OEM authorising the Bidder to represent the OEM shall be submitted along with the bid.
- 4.3. The Bidder must have multiple Machine installation of similar type in India. A detailed list with type of machine and client contacts shall be given in the bid document along with their address and e-mail ids.
- 4.4. The Bidder shall enable ITI to visit at least one client of the Bidder in India to see the functioning of the Machine installed
- 4.5. The bidder shall submit the following documents along with the bid to prove his capability on addressing the requirements of this tender:
 - 4.5.1. A certificate signed by the bidder for having supplied at least 2 machines by the OEM of the types called for in this tender. The bidder shall furnish the address and contact details of these customers along with supporting documents (PO copy, Invoice etc).

- 4.5.2. Certificates from at least two customers in India for the satisfactory working of the machine with address and contact details for these customers
- 4.6. The Bidder should have a Service Infrastructure in India which is operated under the name of the Bidder for the last three years for the tendered machineries. The Service centre must have certified Service Engineers and Spare Parts for the proposed equipment. The Technical Support group should be possible to extend on-site support within 24 hours of the call from the Purchaser. Bidder shall submit a document on the organization of the technical support group in India along with the bid.
- 4.7. **Any bidder from a country which shares a land border with India will be eligible to bid only if the bidder is registered with the Competent Authority and complied as per Ministry of Finance Office Memo no.6/18/2019-PPD dt.23-07-2020**

5. Earnest Money Deposit (EMD)

- 5.1. The bidder shall submit EMD. EMD amount shall be Rs.1,55,000/-. The EMD shall be submitted online through our E-tendering website, in favour of ITI Limited, Palakkad.
- 5.2. MSE (Micro and Small Enterprises) vendors who are registered under Ministry of Micro, Small and Medium Enterprises, Government of India are exempted from submitting EMD. However, exemption shall be provided only to those MSE's who submit all the relevant documents online including valid MSME certificate to prove their claim as MSE and their MSE registration has to be **for the relevant area pertaining to the items of this RFQ. Bidders who are traders/agents/distributors of imported items are not eligible to avail MSE's benefit.** (Please refer Clause 12 of this RFQ)

6. Submission of Bid Documents

- 6.1. The bidder shall quote for supplying, Installing and commissioning of tendered Equipments along with all accessories as defined in section B and C.
- 6.2. The bid will be processed on a **TWO BID SYSTEM.**
- 6.3. The bidder shall submit the documents online through our e-tendering website.
- 6.4. The following documents shall be submitted online against the Cover I on our E-tendering website:
- (i) The details of the EMD paid online on our E-tendering website
 - (ii) The duly filled questionnaire/ eligibility/ evaluation format (Section – E)
 - (iii) Documents to prove eligibility conditions as per clause 4 in Section - A.
 - (iv) Clause-wise compliance to General Terms & Conditions (Section A), Technical Specifications/Requirements and Conditions (Section B & C), the technical clarifications issued by the Purchaser after the release of the tender, if any.
 - (v) Technical manual for the equipment covered in the tender including the details on the optional features supported by the system.
 - (vi) List of the accessories and spares to be supplied along with the equipment.
 - (vii) Acceptance test procedure for the machine.
 - (viii) Copy of the Price bid (Section-G), but, **without showing the price.**
 - (ix) The duly signed Integrity Pact Format as per Section – H

- 6.5. **The format of the Price Bid is at Section-G. The Price Bid or BOQ is available as excel file on the e-tendering site, the bidder's must only enter the values in those cells of the BOQ which are enabled (the highlighted cell).**
- 6.6. 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/valid MSME certificate may lead to rejection of the bid
- 6.7. 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).
- 6.8. The bid documents shall be addressed to:
“Chief Manager – MM & TS,
ITI Limited,
Kanjikode West,
Palakkad, Kerala, India - PIN 678 623
Phone: +91 491 2566180, FAX: +91 491 2566009
E-mail: pur4_pkd@itilttd.co.in, vijayakumarb_pkd@itilttd.co.in“
- 6.9. The Purchaser assumes no responsibility of bids, if the bid is not submitted properly on our E-tendering Website.

7. Clarification on Bid Documents

- 7.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing or by e-mail at the Purchaser's mailing address (**pur4_pkd@itilttd.co.in, vijayakumarb_pkd@itilttd.co.in**) on or before the stipulated date. The Purchaser will respond to any request for the clarification of the Bid Documents received within the schedule. Copies of the query (without identifying the source) and clarifications by the Purchaser will be sent to all the prospective bidders who have asked for the clarifications. Clarifications shall be made available as a corrigendum on our E-tendering website and also on our web site (<https://tenders.itilttd.in/>) and Central Public Procurement Portal.
- 7.2 Any clarification issued by the Purchaser in response to queries raised by prospective bidders shall form an integral part of bid documents and it may amount to an amendment of relevant clauses of the bid documents.
- 7.3 Notwithstanding the above, prior to the date of submission of the bids, the Purchaser may, for any reason, modify the tender documents. These amendments shall be put on the E-tendering web portal, Purchaser's web site and Central Procurement Portal also. In order to afford prospective bidders a reasonable time to prepare the bid, the Purchaser may, at its discretion, extend the date for bid submission. Prospective bidders are therefore requested to check the E-tendering Website, Purchaser's website prior to submission of the bids.

8. Discharge of Earnest Money Deposit

- 8.1 The EMD of bidders those who are not qualified after evaluating the eligibility criteria in the techno-commercial and eligibility bid will be returned as early as possible within 30 days from the date of bid opening.
- 8.2 The EMD of successful bidder shall be discharged within 45 days after the bidder's acceptance of Purchase Order and submission of Performance Bank Guarantee.

- 8.3 The EMD of all other unsuccessful bidders shall be discharged within 60 days from the date of price bid opening.
- 8.4 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 Purchase order.

9. Validity of Bids

Bids shall remain valid for 120 days from the due date for submission of bids.

10. Bid Prices

- 10.1 The price bid format is given in Section G
- 10.2 The Indian supplier's shall offer in Indian Rupees ₹ only. Terms of price shall be 'Delivery at the Purchaser's location' (at Kanjikode West, Palakkad, in Kerala State, India).
- 10.3 Alternatively, the foreign supplier can make offer in a foreign currency on DAP basis, Such offers shall be made in one of the currencies US \$ or Euro € or Japanese Yen ¥ or UK Pound £. Offer through any other currency will not be accepted. The clearance of the system at the Customs shall be the responsibility of the Purchaser. The transportation and insurance from the port of landing to the Purchaser's location shall be the responsibility of the Supplier.
- 10.4 The price quoted by the bidder shall remain fixed during the entire period of the contract.
- 10.5 For the prices quoted as per clause 10.3, the Purchaser shall evaluate the final price based on the exchange rate on the due date of bid submission. It is the responsibility of the bidder to deliver the goods at the Purchaser's location. All expenditure (transportation, insurance from Port of landing to the Purchaser's location, loading and unloading etc., transporting the goods from Port of landing to the Purchaser's location shall be borne by the Supplier). However, the customs clearance and customs duty payment at the port of landing will be borne and arranged by the Purchaser. The financial outflow for the Purchaser due to customs duty element (as on the date of price bid opening) shall form part of the price bid evaluation.
- 10.6 Rate for Comprehensive AMC shall be quoted in Indian Currency only

11. Bid opening and Evaluation

- 11.1 The bids will be opened at 14:30 hours on 05/04/2023. The Purchaser shall open the bids in the presence of the bidders or their authorized representatives who chose to attend the tender opening. The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in the bid opening. If the day of the bid opening is declared as holiday on account of any reason, the bid opening will be fixed at 14:30 Hrs on the next working day.
- 11.2 A maximum of two representatives of the bidder shall be permitted to attend the bid opening.
- 11.3 On the day of the bid opening as specified at clause 11.1, the Cover-I only will be opened. The Purchaser will evaluate the technical bids of those who have been found eligible. The Price bids shall be opened only of those qualified after technical

evaluation. Price bid opening date will be informed to the qualified bidders separately by the Purchaser.

11.4 The evaluation of the price bid for the machine purchase shall be based on the total of the following:

- a) Cost of the equipment tendered.
- b) Money outflow due to Customs duty/Excise Duty/GST elements, if any, calculated on the basis of bid submission date. (For Foreign currency quote, the applicable currency conversion shall be as on due date of the bid submission).
- c) Cost of Comprehensive AMC for three years after warranty of two years.

12. MSME Vendors

Bidders who are manufacturers of the tendered equipment and belong to the category of Micro and Small Enterprise (MSEs) enlisted with DICs or National Small Industries Corporation or any other body approved by the Ministry of Micro, Small and Medium Enterprises are eligible for the benefits under Public Procurement Policy for Micro & Small Enterprises and are exempted from submission of EMD. Such firms are also eligible for purchase preference as per the relevant rules/acts in vogue. Bidders who are traders/agents/distributors of imported items are not eligible to avail MSEs benefit. Bidders who would like to claim such benefits shall enclose a letter claiming the benefits under the scheme along with justification and necessary certificates to satisfy the eligibility. Bids that do not satisfy the above conditions and submitted without EMD will be summarily rejected.

13. Placement of Purchase Order (PO)

13.1 The Purchaser shall consider placement of PO for supply of machine only on the eligible bidder whose offer has been found technically and commercially acceptable. PO's will be placed on respective L1 Bidder.

13.2 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of Purchaser's action.

13.3 P O shall be issued to the successful L1 bidder indicating the Purchaser's intention to place Purchase Order on him for the delivery of required item.

13.4 The Successful Bidder shall submit PO acceptance within two weeks of PO issuance by the Purchaser along with the Performance Bank Guarantee as per clause-14 below.

13.5 The issue of Purchase order shall constitute the award of contract on the bidder.

14. Performance Bank Guarantee (PBG)

14.1 On receipt of the Purchase Order, the Supplier shall submit Performance Bank Guarantee for an amount equivalent to **3%** of the PO value in Indian Currency, valid for 30 months from the date of P O, drawn from any Nationalized/ Scheduled Bank in India.

14.2 The proceeds of the performance bank guarantee shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete his obligations under the contract.

- 14.3 The performance security Bond shall be in the form of Bank Guarantee issued by an Indian Nationalized / Scheduled Bank and in the form provided in this Bid Document (Section – F).
- 14.4 The Performance Security Bond will be discharged by the Purchaser after completion of the Supplier's performance obligations including warranty obligations under the contract. The PBG shall be released within 90 days from the date of end of warranty period

15. Delivery and Commissioning

- 15.1 The Equipment and all other items as per the Purchase Order shall be delivered at the Purchaser's location (at Kanjikode West, Palakkad, Kerala, India), within 8 weeks from the date of P O. This will be excluding the time taken by the Purchaser for customs clearance, if applicable, which is the responsibility of the Purchaser.
- 15.2 The commissioning of the system shall be completed within 4 weeks from the date of receipt of the items at purchaser's location.
- 15.3 Delay by the Supplier in the performance of its delivery or commissioning obligations shall render the Supplier liable to any or all of the following sanctions: forfeiture of EMD, imposition of liquidated damages and/or termination of the contract for default. In the case of liquidated damages, the penalty shall be as per the details given in clause on liquidated damages at 17 below.

16. Payment Terms

- 16.1 The payment for the supply of goods shall be made as per the terms and conditions given below:
- 16.1.1 70% payment through LC with usance period of 90 days from date of Air Way Bill or Bill of Lading or LR or Courier Docket and submission of PBG as per clause 14 of the RFQ..
- 16.1.2 Further 20% payment by LC with usance period of 90 days from the date of Installation, commissioning & acceptance.
- 16.1.3 The balance 10% payment by TT within 15 days after the 20% payment (clause 16.1.2) and the PBG must be submitted as per clause 14 of this RFQ.
- 16.2 The following documents shall be submitted to enable the first installment of 70 % payment
- 16.2.1 Invoice & Packing list
- 16.2.2 Delivery Note or Airway bill or Bill of Lading or LR or Courier Docket whichever is applicable
- 16.2.3 Country of Origin Certificate issued by the Supplier (if applicable)
- 16.2.4 PBG as per clause 14 of the RFQ

17. Liquidated Damages

Should the Supplier fails to deliver / Installation & Commissioning of the system as per the delivery schedule or any extension thereof, the Purchaser shall be entitled to recover from the Supplier a penalty equivalent to 0.5 % of the value of the Purchase Order of the full system per week for the first four weeks or part thereof and 0.7% per week there after for such delay or part thereof or cancel the purchase order and purchase elsewhere at the risk of the Supplier.

18. Language

The language used in all communication, bid documents, technical manuals, electronic documents; commercial papers etc. shall be English only.

19. Force Majeure

If, at any time, during the continuance of this contract till the date of commissioning, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract, without any obligations.

Force Majeure clause shall be applicable during the tenure of Warranty and Annual Maintenance Contract and the decisions during this period shall be based on mutual agreements.

20. Arbitration

20.1 All disputes for differences of any kind, whatsoever, arising out of or in connection with this contract or in discharge of any obligation arising out of this contract, the parties to this contract shall endeavor to settle such disputes and or difference amicably. If both the parties fail to reach such amicable settlement, either party may, within 30 days of such failure, give a written notice to the other party clearly setting out there in the specific dispute and or differences, which require to be arbitrated upon. Such disputes and / or differences shall be referred to a sole arbitrator mutually agreed upon. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrator, one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitrator proceedings.

20.2 Arbitration proceedings shall be held at Palakkad, in Kerala State, India. The arbitration shall be covered by the provision of the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and rules framed there under from time to time.

21. Pre-Contract Integrity Pact agreement

The Bidder shall submit Pre-Contract Integrity Pact agreement as per the Format at Section-F

The Independent external Monitor (IEM) for Integrity Pact is :-

Shri Javeed Ahmad, IPS(Retd.)

M-1101, Shalimar Gallant Apartment,

Vigyanpuri ,Mahanagar,Lucknow-226006



PALAKKAD

**SPECIFICATION –
PRESSFIT CONNECTOR MACHINE**

PR NO : X193B038

DATE : 18/02/2023

Sl.No	DESCRIPTION	SPECIFICATION
1	System Type	Semi- Automatic Press
2	Press-Fit Area (mm)	Minimum 600L * 350W
3	Press-Fit Force	5T Minimum
4	Control Module	PC+PLC
5	OS	WIN 10
6	Pressure source	Servo Motor
7	Connectors to be supported by the Machine	SFP,XFP,SFP+,SFP 28,QSFP+, MINI SASHD, QSFP28,QSFP56,OSFP,QSFP-DD
8	Press-Fit Tolerance	±0.04mm or Better
9	Distance Repeat Accuracy	±0.02mm or Better
10	Height of operating Space	100mm or Better
11	Cycle Speed	5 sec/connector or Better
12	Standard Press head (WxLxH)	Minimum 120 mm x 60 mm x 50 mm
13	Connector Database	Required
14	Recipe Transferring	Required
15	Sectional Pressing	5 Sections or Better
16	Pressing head is rotatable to 90 ° or 180 °	Required
17	Statistical Process Control	Required
18	Defect Record	Required
19	Safety Protection	EMO, Safety Light Curtain
20	EMO	2 Buttons (Right and Left)
21	Network Features	Required
22	Standard Power Cable Length	Minimum 3 m (118")
23	Accessories- Customized Press-Fit Tools	Required for SFP+ Connector –Top & Bottom tools, and General tools like PCB Fixer, PCB supporters, insertion tools etc.
24	Power	60Hz/50Hz AC 220V
25	X/Y Table Locates	Semiautomatic
26	PCB Uploads	
27	Connector Inserts	
28	Monitor	1Set LCD Monitor
29	Mouse And Keyboard	1Set
30	Sensor	2 Set
31	Safety handle	1Set

PREPARED

CHECKED

APPROVED

Deepthi P (PAL)
SM (A & RAL)

Aravind
MR (A & MEM)

Amr
AMR (AM)

SECTION –C for RFQ REF PX193B038, dated 15/03/2023
OTHER TECHNICAL SPECIFICATION / CONDITIONS FOR SUPPLY,
INSTALLATION, TESTING AND COMMISSIONING OF PRESS-FIT
CONNECTOR MACHINE

1. Details of the item for Supply, Installation, Testing And Commissioning:-

SI No	Item Description	Qty
1	Press-Fit Connector Machine Detailed specification attached at Section-B	1 No

The above equipments shall be supplied with all necessary accessories and spares. **The List of all such accessories and spares that will be supplied (free of cost) along with the equipment shall be submitted in the quote.**

The Equipment supplied shall be brand new.

2. Documentation

The supply shall include all necessary documentation for the operation and maintenance of the total system. The documents shall be supplied in three sets. In addition to hard copies, the documentation shall also be available in soft copies (three sets). There shall be a Technical manual giving details on each of the sub-systems and its features, circuit diagrams, layouts of electrical and pneumatic systems, details of spares and the assembly diagram of all spares etc. Specifications of each of the sub-systems shall be listed in this manual. There shall be a User Manual for the operation and maintenance of the machine. List of DO's and DON'T's to be followed shall be listed in the User Manual. The User Manual shall contain detailed maintenance procedures as well as debug procedures in case of machine faults

3. Training

Appropriate Training for Basic operation and maintenance shall be imparted to the Officials of the purchaser at purchasers location and advanced training shall be provided in OEM's facility at free of cost including lodging and transportation

4. Tools, spares and Consumable

- 4.1.** Supplier shall supply all the tools required for maintenance of the machine free of cost
- 4.2.** Level 1 spares (PM KIT) with consumables for two years should be supplied along with the equipment free of cost.
- 4.3.** Bidder's bid document shall include the list of all the recommended spares and individual quotes for the spares. The quote for spares shall be valid for a period of 5 years after warranty. The Purchaser reserves the right to buy the spares during the above period at the price indicated
- 4.4.** In the event of termination of the production of tools/spares by the supplier at any time after the commissioning of the system, at least six months' advance intimation shall be given to the purchaser to buy life time stock of such spares

5. Installation, Trial Run, Acceptance Testing and Commissioning

- 5.1.** The installation, trial run, acceptance testing and commissioning of the system shall be completed by the supplier within 4 weeks from the delivery of the equipment at ITI Palakkad.
- 5.2.** Supplier shall give the details of installation requirements in the bid. The consumables, if any, required for tests, trial run etc shall be arranged by the Supplier
- 5.3.** Acceptance test procedure shall be submitted by the bidder as part of the bid document. The purchaser reserves the right to modify the test procedure to cover all the specifications
- 5.4.** All tests related to the performance of the equipment to meet the specifications shall be carried out by the Supplier within the period of 30 days from the delivery at ITI Palakkad
- 5.5.** If the system fails to meet any of the specifications, the purchaser reserves the right to accept the system with penalties, as decided by the purchaser, or outright rejection of the machine. Delayed commissioning of the system shall attract liquidated damages as applicable. In case the system is rejected outright due to failure to meet the specifications, the equipment shall be taken back by the supplier within a period of three months from the premises of the purchaser. All expenditure to take back the equipment shall be borne by the supplier. The performance bank guarantee will be forfeited if the equipment is rejected fully
- 5.6.** All expenditure related to the supplier's experts for the services related to installation and acceptance testing shall be borne by the Supplier
- 5.7.** Completion of the acceptance testing to the satisfaction of the Purchaser and issuance of a certificate in this regard by the Purchaser shall be considered as commissioning and the date of issuance of such certificate shall be considered as date of commissioning

6. Warranty

- 6.1.** The Supplier shall provide comprehensive warranty for all the hardware and software supplied for a period of two years after the system has been declared commissioned (Clause 5). The preventive maintenance and calibration shall be carried, on quarterly basis during warranty period.
- 6.2.** The Supplier shall warrant that the stores supplied shall be new and free from all defects and faults in materials used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The Supplier shall be responsible for any defect that may develop under the conditions provided by the contract and under proper use, arising from faulty material, design or workmanship, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and/or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty. The Supplier shall make good all the deficiencies free of cost

6.3. The terms and conditions of the Annual Maintenance Contract including penalty shall be applicable during the warranty period (see clause 7 below). However, there shall not be any payment for the warranty service. Any penalty during the warranty period will be deducted from the next payment(s) due to the Supplier for the supply of equipments / service / or adjusted with PBG

7. Annual Maintenance Contract (AMC)

7.1. If the Purchaser desires, the Supplier shall provide AMC support including free supply of maintenance spares for a period of three years. The AMC shall begin after the end of warranty period on signing a contract by the Purchaser with the Supplier. One month before the end of warranty period, the Supplier shall provide a separate PBG valid for three years and three months for an amount of 3 % of total AMC PO value for three years

7.2. Bidder shall quote Year-wise AMC price in the price bid **only in Indian Rupees.**

7.3. During the AMC period, Supplier shall provide Maintenance spares, if any required, free of cost.

7.4. During the period of AMC the Supplier shall inter alia:-

7.4.1. Diagnose the hardware, system software and application software faults(which ever applicable) as and when they occur

7.4.2. Rectify the hardware, system software and application software faults detected

7.4.3. Repair and replace the faulty component

7.4.4. Provide application/system software related fixes / patches and/or work around to resolve the application/system related faults

7.4.5. Carry out preventive maintenance of hardware and system software once in every three months. The supplier shall give the preventive maintenance schedule in advance and carry out the maintenance on approval from the Purchaser

7.5. The Supplier shall have a Help Desk facility in the country which would be the focal point for fault/query register and manage all calls with respect to the maintenance of the equipments and applications

7.6. The Supplier shall give an up-time commitment of 95% for the machine (both hardware and the software, whichever is applicable) during the AMC period calculated on monthly basis

7.7. All the faults shall be attended within 12 hours of the call from the Purchaser and rectified within 48 hours (either through remote assistance, and if remote assistance does not solve the problem, then by on-site visit)

7.8. If the fault is a 'major' type (because of which the machine performance has fallen below 60% of rated efficiency) and if the Supplier fails to restore such fault within the time limit specified in clause 7.7 above, a penalty of 0.5% of the annual AMC charges shall be applicable for every day (or part thereof) of delay. If the fault is of minor type (because of which the machine performance has fallen below 100% of the rated efficiency (and above 60%) or any other fault) and if the Supplier fails to rectify the fault within the time limit specified in clause 7.7 above, a penalty of 0.25% of the annual AMC charges shall be applicable for every day (or part thereof) of delay.

Penalties will be calculated on quarterly basis and shall be deducted from the next bill towards supply/service.

- 7.9.** If the up-time of the machine falls below 95% averaged over every month, penalty of 0.5% of annual AMC charges will be imposed for every 1% fall up to 85% and 1% of annual AMC charges for every 1% below 85%. This will be over and above any penalty as per clause 7.8 above
- 7.10.** The maximum penalty for a quarter shall be limited to 100% of the quarterly bill of the AMC
- 7.11.** No charges for AMC will be paid in advance. Bills will be paid on quarterly basis on submission of bills by the Supplier, on satisfactory working report from the Purchaser. Any penalties for the quarter for the failure of the system as per clauses 7.8 and 7.9 above will be deducted from the bill.
- 7.12.** Extension of this Agreement shall be negotiable for the second term depending on the performance of the Supplier during the period of the initial term.
- 7.13.** Notwithstanding the above, the Purchaser reserves the right to enter into AMC with the Supplier, or, if entered in to AMC agreement, withdraw from AMC at any time without assigning any reasons. However, after entering into AMC agreement, if the Purchaser wishes to withdraw from AMC, the Purchaser shall give a notice on withdrawal from AMC three months in advance. The PBG for the AMC service shall be released by the Purchaser within 90 days from the end of AMC agreement.
- 7.14.** All conditions of AMC including the penalties will be applicable to the Warranty period also. Any penalty during the warranty period will be deducted from the next payment(s) due to the Supplier for the supply of equipments/ services or from the PBG

ADDITIONAL INSTRUCTIONS FOR VENDORS

The bidders are required to submit soft copies of their bid electronically on the e-Wizard Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submit their bids online on the e-Wizard Portal. For more information, bidders may visit the Portal (<https://itilimited.euniwizarde.com>)

1. REGISTRATION PROCESS ON ONLINE PORTAL

- a) Bidders to enroll on the e-Procurement module of the portal <https://itilimited.euniwizarde.com/> by clicking on the link "Bidder Enrolment".
- b) The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. This would be used for any communication from the e-Wizard Portal.
- c) Bidders to register upon enrolment, with their valid Digital Signature Certificate (Class III Certificates with signing and Encryption key) issued by any Certifying Authority recognized by CCA India with their profile.
- d) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- e) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
- f) After registration send mail to Helpdesk: helpdeskeuniwizarde@gmail.com for Account activation.
- g) As per portal norms Registration Fee will be applicable.

2. TENDER DOCUMENTS SEARCH

- a) Various built-in options are available in the e-Wizard Portal like Department name, Tender category, Estimated value, Date, other keywords, etc. to search for a tender published on the Online Portal.
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'Interested tenders' folder.
- c) The bidder should make a note of the unique Tender No assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

3. BID PREPARATION

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

- b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- c) Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid.
- d) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLSX/PNG, etc. formats.

4. BID SUBMISSION

- a) Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidders to note that they should necessarily submit their financial bids in the prescribed format given by department and no other format is acceptable.
- d) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.
- e) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- f) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- g) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- h) The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.
- i) As per portal norms Tender Processing Fee will be applicable.

5. AMENDMENT OF BID DOCUMENT

At any time prior to the deadline for submission of proposals, the department reserve the right to add/modify/delete any portion of this document by the issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

6. ASSISTANCE TO BIDDERS

- a) Any queries relating to the tender document and the terms and conditions contained there in should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b) Any queries relating to the process of online bid submission or queries relating to e- Wizard Portal, in general, may be directed to the 24x7 e-Wizard Helpdesk. The contact number for the helpdesk is 8448288994/86/87/89/88/81/90/92/82 011-49606060, 07903269552, 9355030608, 9055030613, 7903810198, 9355030606, 9315620706, 9355030623, 9355030628, 8800526452, 9205898228, 9122643040, 9355030604, eprochelpdesk.01@gmail.com, eprochelpdesk.44@gmail.com , eprochelpdesk.06@gmail.com
- c) The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).
- d) The bid should be submitted through e-Wizard portal (<https://itilimited.euniwizarde.com/>) only.
- e) All payments should be done through e-Wizard Payment gateway.

SECTION – E for RFQ Ref PX193B038, dated 15/03/2023

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF PRESS-FIT CONNECTOR MACHINE

QUESTIONNAIRE / COMPLIANCE / ELIGIBILITY – EVALUATION SHEET
(To be filled by the bidder)

- 1 Name and address of the Bidder :
- 2 Whether the bidder is an Original Equipment Manufacturer? : Yes/ No
- 3 If the bidder is not OEM, Whether letter from the OEM authorising the Bidder to represent the OEM; is submitted along with the bid. : Yes/ No
- 4 Whether all supporting documents for the eligibility condition as required in Clause 4 and Clause 6 of Section A is attached in the eligibility & Techno-commercial bid : Yes/ No
- 5 Details of Earnest Money Deposit (DD no. / date / value etc.). :
- 6 Validity of Bid document (120 days from the due date of bid submission) : Yes / No
- 7 Whether Clause-wise compliance for Section A, Section B, Clarifications given by the Purchaser, if any, enclosed to the Eligibility cum Techno-commercial bid? : Yes / No

We undertake that we fulfill the Minimum Eligibility Criteria, as per Clause 4, Section A of RFQ. We agree to abide by this bid, for the bid validity period and it shall remain binding upon us and may be accepted at any time before the expiry of that period. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of the award shall constitute a binding contract between us.

Dated this.....day of.....2023.

.....

(Signature in the capacity of duly authorized to sign and on behalf of)

SECTION – F for RFQ Ref PX193B038, dated 11/03/203
FOR THE SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF PRESS-FIT CONNECTOR MACHINE

PERFORMANCE BANK GUARANTEE FORMAT

In consideration of ITI Limited, Kanjikode West, Palakkad, Kerala, India (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 Letter of Intent 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 agreed period whichever is earlier, we.....Bank hereby undertake to pay to *(The Purchaser's name and address)* an amount not exceeding Rs.*(3% 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 of any such variation or extension being granted to the said supplier or for any forbearance act or omission on the part of the Company or any indulgence by the Company to the Supplier or by any such manner or thing whatsoever, which, under the law relating to sureties would, but for 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 guarantee during its currency except with the previous consent of the Company by writing.

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

Witnesses

for Bank

- 1.
- 2.



SECTION -G FOR RFQ REF: PX193B038, DATED 15/03/2022

PRICE BID FORMAT-BOQ - FOR THE SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF PRESS-FIT CONNECTOR MACHINE

Vendor Name/ Supplier Name :			
Quotation Ref: No. :		Date :	

1. THE SUPPLY AND INSTALLATION OF PRESS-FIT CONNECTOR MACHINE

Sl.No	Item code	Description & Make	Qty (Nos)	Currency	Unit Rate	Total	Other Charges	Tax & Duties (applicable for India supplier only)		Total
								Percentage	Tax Value (INR)	
			A		B	C=(AxB)	D	E	F=(C+D)*E	G=C+D+F
1.1	ITIPMFGMETH00175	Press-Fit Connector Machine	1		0.00	0.00	0.00	0.00%	0.00	0.00
Total										0.00

2. ANNUAL MAINTENANCE CHARGES FOR PRESS-FIT CONNECTOR MACHINE

Sl.No	Description	Qty (Nos)	Currency	Unit Rate	Total	Other Charges	Tax & Duties		Total	
							Percentage	Tax Value (INR)		
		A		B	C=(AxB)	D	E	F=(C+D)*E	G=C+D+F	
2.1	FIRST YEAR AMC	1	INR	0.00	0.00	0.00	0.00%	0.00	0.00	
2.2	SECOND YEAR AMC	1	INR	0.00	0.00	0.00	0.00%	0.00	0.00	
2.3	THIRD YEAR AMC	1	INR	0.00	0.00	0.00	0.00%	0.00	0.00	
Total										0.00

1 Unit rate in INR/USD/EURO/JAPANESE YEN/UK Pound for the supply and installation of the equipment and AMC charges in Indian Rupees only

2 For the supply and installation of the equipment, Taxes and Duties should be filled by Indian suppliers only and for the for foreing suppliers the CUSTOM DUTIES will be calculated seperately for tabulation purpose

3 The Rates should DAP basis only

SECTION H FOR RFQ REF: PX193B038, DATED 15/03/2023
FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF PRESS-FIT CONNECTOR
MACHINE

PRE CONTRACT INTEGRITY PACT

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 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 the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.

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

SECTION 2 – COMMITMENTS OF THE BIDDER/CONTRACTOR

- 2.1 The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the tender process and during the execution of the contract.
- a. The bidder(s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The bidder(s)/contractor(s) will not enter with other bidders/contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The bidder(s)/contractor(s) will not commit any offence under IPC/PC Act, further the bidder(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - e. The Bidder(s)/Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. The Bidder(s)/Contractor(s) will not bring any outside influence and Govt bodies directly or indirectly on the bidding process in furtherance to his bid.

- g. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

SECTION 3 – DISQUALIFICATION FROM TENDER PROCESS & EXCLUSION FROM FUTURE CONTRACTS

- 3.1 If the Bidder(s)/Contractor(s), during tender process or before the award of the contract or during execution has committed a transgression in violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify Bidder(s)/ Contractor(s) from the tender process.
- 3.2 If the Bidder(s)/Contractor(s), has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled exclude including blacklisting for future tender/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of transgression, the position of the transgressor within the company hierarchy of the Bidder(s)/Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.
- 3.3 The Bidder(s)/Contractor(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.
- 3.4 A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that on the basis of facts available there are no material doubts.
- 3.5 The decision of the Principal to the effect that breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s) shall be final and binding on the Bidder(s)/ Contractor(s), however the Bidder(s)/ Contractor(s) can approach IEM(s) appointed for the purpose of this Pact.
- 3.6 On occurrence of any sanctions/ disqualifications etc arising out from violation of integrity pact Bidder(s)/ Contractor(s) shall not entitled for any compensation on this account.
- 3.7 subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/ Contractor(s) could be revoked by the Principal if the Bidder(s)/ Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption preventative system in his organization.

SECTION 4 – PREVIOUS TRANSGRESSION

- 4.1 The Bidder(s)/ Contractor(s) declares that no previous transgression occurred in the last 3 years immediately before signing of this Integrity Pact with any other company in any country conforming to the anti-corruption/ transparency International (TI) approach or with any other Public Sector Enterprises/ Undertaking in India of any Government Department in India that could justify his exclusion from the tender process.

- 4.2 If the Bidder(s)/ Contractor(s) makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Section-3 of the above for transgressions of Section-2 of the above and shall be liable for compensation for damages as per Section- 5 of this Pact.

SECTION 5 – COMPENSATION FOR DAMAGE

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

SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS

- 6.1 The Principal will enter into Integrity Pact on all identical terms with all bidders and contractors for identical cases.
- 6.2 The Bidder(s)/Contractor(s) undertakes to get this Pact signed by its 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 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 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 _____ 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 at present is furnished below:-
Shri Javeed Ahmad, IPS(Retd.)
M-1101, Shalimar Gallant Apartment,
Vigyanpuri ,Mahanagar,Lucknow-226006

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 Pact at the place and date first done mentioned in the presence of the witnesses:

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

.....
(Name & Designation)

.....
(Name & Designation)

Witness

Witness

1)

1).....

2)

2).....