



BID DOCUMENT

OPEN (NON GLOBAL) e-TENDER FOR

SUPPLY, INSTALLATION & COMMISSIONING OF OTDR (OPTICAL TIME DOMAIN REFLECTOMETER) OF WAVE LENGTH-1310 /1490/1550/1625nm +-25nm & OTDR (OPTICAL TIME DOMAIN REFLECTOMETER) OF WAVE LENGTH-1310/1490/1550nm +-20nm FOR OFC PROJECT, AS PER TECHNICAL SPECIFICATION MENTIONED IN BID DOCUMENT”.

TENDER NO. ERW18C1354CL\R DATED 12.05.2021

DUE DATE: 25/05/2021 up to 15:00Hrs

Last date for Bid Clarification by bidders: - up to 17/05/2021

Respond to Bid Clarification by ITI: - 20/05/2021

Technical Bid Open:- 26/05/2021 @ 15:15 Hrs

ITI LIMITED

(A Government of India Undertaking)

Sultanpur Road, RAE BARELI-229010 (U.P)

Visit us at www.itiltd-india.com

ITI LIMITED

(A GOVT. OF INDIA UNDER TAKING)

DOORBHASH NAGAR , RAE BARELI -229010 (UP) INDIA

Tel.: 0535-2287565 , 2287387 FAX: 0535-2702106,

E-mail : rrpandey_rbl@itilttd.co.in

TENDER NO. ERW18C1354CL\R

(Please quote this in all correspondence)

TENDER DATE:12/05/2021

DUE DATE :25/05//2021

ON BEHALF OF ITI LIMITED, RAEBARELI. E-TENDERS ARE INVITED FROM THE ELIGIBLE BIDDERS AS PER BID DOCUMENT'S TERMS & CONDITIONS AT ANNEXURE- I & II , ITEM DESCRIPTION, QTY & DELIVERY SCHEDULE ETC AS GIVEN BELOW:

| SN | Item Description | Qty. Reqd. (No.) | Delivery Reqd. |
|----|---|------------------|----------------|
| 1- | Supply , Installation & Commissioning of OTDR (Optical Time Domain Reflectometer) of Wavelength- 1310 /1490/1550/1625nm \pm 25 nm | 02 | JUNE-2021 |
| 2- | Supply , Installation & Commissioning of OTDR (Optical Time Domain Reflectometer) of Wavelength - 1310/1490/1550nm \pm 20 nm | 01 | |

NOTE:

Technical Specifications & General Requirements for both the Items as per Annexure-1 and Annexure-2 enclosed.

Special Note:

1- E-tendering Instructions to Bidders:

Submission of Bids shall be only through e-tendering process on <https://itilttd.euniwizarde.com> which is mandatory for this Tender.

2- Tender Bidding Methodology:

Online Bid System-

Tender Type: Two bids i.e., Technical and Financial Bids shall be submitted by the bidder at the same time on the above mentioned tendering portal.

Note:

It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before online submission. BOQ (Excel Format) may be downloaded and rates may be filled appropriately. Further you may refer to the "Instructions to Bidders for online participation" document for any portal related issues or contact: 011-49606060, 9355030617 and 9355030630.

3- As per Rule 170 of General Financial Rules (GFRs) 2017, Micro and Small Enterprises (MSEs) and the firms registered with concerned Ministries/ Departments are exempted from submission of Bid Security/EMD. Instead bidders have to submit duly signed "Bid Security Declaration" As per attached Format Annexure-III accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents.

4- Please quote the basic rate exclusive of GST and other Taxes (i.e. mention basic rate, GST, freight, taxes separately). Also confirm that documents will be issued for claiming CENVAT.

5- Any product / item / Machine or equipment found faulty during our manufacturing process / system Testing / installation and commissioning / operation of our equipment in field due to deviation from our specifications shall be replaced by vendor free of cost immediately.

Contd..(2)

6- Bid shall remain valid for 150 days.

7- Last date of Clarification: - The last date of seeking any clarification regarding bid is 17/05/2021.

8- Payment Terms:

1-100% Payment after supply, Successful installation & commissioning of the equipment at ITI Ltd. Rae Bareli.

9- Terms of Price: FOR ITI Limited Rae Bareli

As per govt. norms, while making payment 2.5 Lacs & above, 2% GST TDS will be deducted

10-The above enquiry is also available on the website www.itilttd.in, www.eprocure.gov.in for view purpose and for participation & submission on <https://itilttd.euniwizarde.com> only.

11-Please confirm scope of working and Machine specification strictly as per our Bid Document & Technical Specification which is a part of this bid, in your quotation.

12-Any product / item / Machine or equipment found faulty during our manufacturing process / system testing / installation and commissioning shall be replaced by vendor free of cost immediately.

13-Warranty will be for a period of minimum two years (02) from the installation, commissioning and successful running of the tendered Machines. Any breakdown during warranty period shall attended by the vendor free of cost within 48 hours of informing the complaint & replace the parts, if required, at his own expenses.

14-Bidders should mention their Profile like Name of Firm, Office & Work Address, Fax, Phone, Email ID, Contact Person, Category of Firm (Small/Medium/Large, Dealer, Distributor & Manufacturer etc), Company Registration No., Year of establishment.

15-Bidders should provide their company's Income Tax Permanent A/C No., TIN No., GSTIN No.etc

16-The packing, unpacking, loading and unloading of items shall be done by the bidder at their Expense

17-All suits shall be instituted in a court of competent jurisdiction at Raebareli and in case of arbitration, the Indian Arbitration Act,1996 is applicable

18-ITI Ltd, Raebareli without prejudice to any other remedy for breach of contract, by written notice of default, sent to bidder, terminate this contract in whole or in part, if bidder fails to deliver any or all of the goods within the time period, specified in the contract satisfactorily.

19-ITI Ltd, Raebareli reserve the right to accept or reject any bid, and to annul the bidding process, at any time prior to award of contract without assigning any reason what so ever and without there by incurring any liability to the affected bidder or bidders. ITI Ltd, Raebareli also reserve the right to decrease the quantity to be procured against this tender.

20-Details of Independent External Monitor (IEM) appointed by ITI for Integrity Pact are as under:- Shri Javed Ahmad, IPS (Retd.),M-1101, Shalimar Gallant Apartment, Vigyanpuri, Mahanagar, Lucknow-226006

21-Integrity Pact (as per format attached) on plain paper duly signed should be submitted along with Technical Bid/Tender Document, online.

22-Bidders participating in E Tendering have to sign Integrity Pact on placement of order/contract.

23-Successful bidder has to sign Integrity Pact on Rs.100/- Stamp Paper if a Purchase Order is placed.

24-If bidder is MSME industry, latest certificate must be provided along with the quotation indicating the class i.e. Women/SC, ST etc.

25-Tendering Processing and Opening

26-Technical Bid will be opened online at 15:15 Hrs on 26/05/2021.

27-Price Bids of only those bidders found technically fulfilling the eligibility conditions and found technically acceptable shall be opened on line on a date to be intimated later.

28-rice bids of those bidders who are found technically ineligible will not be opened and EMD deposited by such bidders if any shall be refunded.

29-Complete sets of NIT documents(List given at (e) below) in Original form duly signed using sign-in process and digital signature by the bidder on each page of the tender documents as a token of having acceptance its contents. Power of Attorney has to be provided in case, the tender documents are signed by an authorized representative.

(30) List Of NIT documents:-

- Bid Document
- Technical Specification (Annexure-I & Annexure-II)
- General Specification
- General Requirement
- Integrity Pact RB
- Price bid_ Format
- Bid Security Declaration

31-ITI reserves the right to reject any or all the tenders without assigning any reason thereof.

32-Tender in which any of the particulars and prescribed information is missing or are incomplete in any respect, are liable to be rejected.

33-Canvassing of any kind is strictly prohibited and the tender submitted by the bidder who resorts to canvassing is liable for rejection.

34-No part of the tender document shall be removed or altered and the whole set as mentioned thereof, must be submitted after being duly filled in and submitted using sign in process and digital signature. Failure to comply with these instructions may result in the rejection of the tender.

35-The bidder should quote for the entire Scope of Work.

36-The tender submitted by the bidder shall remain valid for a period of 150 days from the date of opening the price bid. Upon acceptance, the rates shall remain firm without any escalation on any account whatsoever till the execution of the project in full.

37-The Request for Quotation with its all enclosures and annexures shall form integral part of the contract / PO.

Bid acceptance

(a) Offers received from the bidders who are failing to meet the eligibility criteria and deviation from the NIT conditions will not be considered.

OTHER TERMS:

Offers are to be submitted well within the due date and submission as indicated in this NIT. Late tenders will not be accepted.

STATUTORY LEVIES:

All applicable statutory levies like GST etc. should be separately indicated with the current rate applicable. Otherwise rate quoted will be deemed as inclusive of taxes / levies. Vague terms like "As applicable at the time of supply" should be avoided. Apart from statutory levies other charges like handling, P&F etc., will not be paid by us. In case of GST exempted delivery, authorization letter from the competent authority should be enclosed along with the quote.

In case of statutory levies like GST, Surcharge etc., are modified the same has to be intimated to ITI immediately.

MODVAT RELIEF:

We are eligible to avail the credit of GST paid on items procured for manufacturing Tele-communication equipment's under GST RELIEF scheme. Hence "Invoice Cum Gate Pass" in original for payment, and transporter copy duly marked and authenticated is to be produced along with the consignment. In case of your failing to adhere to this instruction, no GST will be reimbursed by us.

Invoices should be in the prescribed form and have all particulars as per GST Rules and notifications as amended from time to time,

Agents/Distributors, on whom an order is placed should also produce Invoice Cum Gate Pass as per the procedure laid down by GST Rules and notifications issued from time to time. They should get registered with GST authorities where GST is being passed on.

INSPECTION:

Inspection of the material at our works will be final. ITI reserves the right to inspect the material at any other standard testing center authorized by us.

GENERAL:

We reserve the right to accept or reject any or all offers and to order full or part quantities or cancellation thereof without assigning any reason whatsoever.

Successful tenderer only will be intimated by post through/letter/mail of intent/firm orders.

Canvassing by tenderers in any form including un-solicited letters against tenders submitted or post-tender corrections shall render their tenders liable for summary rejection.

DELIVERY SCHEDULE:

Shipments must be made strictly as per the indicated delivery schedule in the purchase order.

Liquidated Damages Clause:

Time is the essence of contract and the materials, against an order arising out of this enquiry must be delivered by the supplier according to the delivery schedule indicated in the P.O. In case of any change, the supplier should inform us in advance and obtain our approval to the revised delivery schedule. Should the supplier fail to deliver the material or part thereof as per the delivery schedule, or any

(4)

extension thereof, we shall be entitled at our option either to recover from the supplier, as penalty, a sum equivalent to ½% (half percent) per week for first four weeks and 0.7% per week thereafter for such delay or part thereof or terminate the contract in respect of the balance supply so delayed and purchase materials elsewhere at the risk and cost of the defaulting supplier.

LOCAL REPRESENTATION:

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

TECHNICAL CATALOGUE:

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

GOVERNING LAW:

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

In case of any ambiguity in the bid, decision of ITI Limited Management shall be final.

Chief Manager (PPM)-I
ITI Limited Raebareli
Sultanpur Road , Raebareli -(U. P.)-229010

| Optical Time Domain Reflectometer (OTDR) ; Requirement - 02 Nos | | |
|--|-------------------------|---|
| The OTDR must be ready to test in about 15 Seconds and all day (approx. 10 hours) without recharging, Specialized testing modes simplify operation with shortcut keys quickly change between trace and event table or access set- ups and mass storage , High resolution and high dynamic range , Intelligent analysis problems splices , connectors and even macroband | | |
| Technical Specifications | | |
| S.No | Parameter | Specification |
| 1 | Wavelength | 1310/1490/1550/1625 nm ± 25 nm |
| 2 | Fibre Type | Single Mode (SMF) , 10/125 μm , ITU - T G 652 |
| 3 | Pulse Width | 5, 10 ,20 ,100, 200, 500 ,1000, 2000, 4000, 10000, 20000 ns |
| 4 | Dynamic Range | 42/42/42/42 dB (±5 dB) |
| 5 | Deadzone (Freshner) | ≤1 m , < 80 cm (typical value) |
| 6 | Deadzone (Backscatter) | <≤6m +/- 2m |
| 7 | Laser Safety | IEC 60825 - 1:2007 |
| 8 | Connector type | FC - APC Connector |
| 9 | Sampling Points | ≤ 260000 |
| 10 | Sampling Resolution | 0.05m (min) |
| 11 | Reflectance Accuracy | Single Mode ± 2 dB |
| 12 | Distance Accuracy | ±1 m ±3 measurement distance x 10 ⁻⁵ ± marker resolution (excluding IOR uncertainty) or ±(*0.75m + measurement distance x 2 x 10 ⁻⁵ + sampling resolution |
| 13 | Distance Range | 0.5, 1 , 2.5 , 5 , 10 , 25 , 50 , 100 ,200 , 260 km |
| 14 | Testing Modes | Fiber visualizer : provide end / break location , end to end loss , fiber length , easy graphical summary , PDF reports |
| | | Standard OTDR: User selectable automatic or manual setup |
| | | Construction OTDR : Automated , multi - wavelength testing |
| | | Light Source : Stablized Light Source (CW, 270 Hz 1kHz , 2 kHz output |
| | | Power Meter : 1310 /1490/1550 /1625 nm (in built with standard configration) |
| 15 | Fiber event analysis | Auto or manual operation , displayed in table format |
| | | User defined PASS/FAIL thresholds : |
| | | Reflective and non-reflective event |
| | | Fibre ends/break : 1 to 99 dB (1 dB steps) |
| | | Numbers of detected events : upto 99 |
| | | Macro band detection |
| 16 | OTDR Trace Format | Telcordia universal. SOR , issue 2 (SR- 4731) |
| 17 | Other Fun ction | Real time sweep : 0.15 to 0.25 sec . Or better |
| | | Loss modes : 2- points loss dB/km, 2 - points LSA , splice loss ORL |
| | | Averaging modes : Timed (1 to 3600 sec) |
| | | Live Fiber detect : Verifies presence of communication light in optical fiber |
| | | Connection check : Automatic check of OTDR to FUT connection quality |
| | | Trace overlay and comparision , Templete function , USB keyboard supoport , Remote control ,Video output to PC |

| | | |
|----|---------------|---|
| 18 | File Transfer | When Connected to PC via a USB cable , the internal memory of the OTDR should be directly accessed. Data should be selected , dragged and dropped into PC memory . The OTDR should support use of USB memory sticks . |
|----|---------------|---|

| Optical Time Domain Reflectometer (OTDR) ; Requirement - 01 Nos | | |
|--|-------------------------|--|
| The OTDR must be ready to test in about 15 Seconds and all day (approx. 10 hours) without recharging, Specialized testing modes simplify operation with shortcut keys quickly change between trace and event table or access set- ups and mass storage , High resolution and high dynamic range , Intelligent analysis problems splices , connectors and even macroband | | |
| Technical Specifications | | |
| S.No | Parameter | Specification |
| 1 | Wavelength | 1310/1490/1550 nm \pm 20 nm |
| 2 | Fibre Type | Single Mode (SMF) , 10/125 μ m , ITU - T G 652 |
| 3 | Pulse Width | 5, 10 ,20 ,100, 200, 500 ,1000, 2000, 4000, 10000, 20000 ns |
| 4 | Dynamic Range | 42/42/42 dB (\pm 5 dB) |
| 5 | Deadzone (Freshner) | \leq 1 m , < 80 cm (typical value) |
| 6 | Deadzone (Backscatter) | \leq 6m +/- 2m |
| 7 | Laser Safety | IEC 60825 - 1:2007 |
| 8 | Connector type | FC - APC Connector |
| 9 | Sampling Points | \leq 260000 |
| 10 | Sampling Resolution | 0.05m (min) |
| 11 | Reflectance Accuracy | Single Mode \pm 2 dB |
| 12 | Distance Accuracy | \pm 1 m \pm 3 measurement distance x 10 ⁻⁵ \pm marker resolution (excluding IOR uncertainty) or \pm (*0.75m + measurement distance x 2 x 10 ⁻⁵ + sampling resolution |
| 13 | Distance Range | 0.5, 1 , 2.5 , 5 , 10 , 25 , 50 , 100 ,200 , 260 km |
| 14 | Testing Modes | Fiber visualizer : provide end / break location , end to end loss , fiber length , easy graphical summary , PDF reports Standard OTDR: User selectable automatic or manual setup Construction OTDR : Automated , multi - wavelength testing Light Source : Stablized Light Source (CW, 270 Hz 1kHz , 2 kHz output Power Meter : 1310 / 1383/1490/1550 /1625 nm (in built withb standard configuration) |
| 15 | Fiber event analysis | Auto or manual operation , displayed in table format User defined PASS/FAIL thresholds : Reflective and non reflective event Fibre ends/break : 1 to 99 dB (1 dB steps) Numbers of detected events : upto 99 Macro band detection |
| 16 | OTDR Trace Format | Telcordia universal. SOR , issue 2 (SR- 4731) |
| 17 | Other Fun ction | Real time sweep : 0.15 to 0.25 sec . Or better Loss modes : 2- points loss dB/km, 2 - points LSA , splice loss ORL Averaging modes : Timed (1 to 3600 sec) Live Fiber detect : Verifies presence of communication light in optical |

| | | |
|----|---------------|---|
| | | fiber |
| | | Connection check : Automatic check of OTDR to FUT connection quality |
| | | Trace overlay and comparison , Template function , USB keyboard support , Remote control,Video output to PC |
| 18 | File Transfer | When Connected to PC via a USB cable , the internal memory of the OTDR should be directly accessed. Data should be selected , dragged and dropped into PC memory . The OTDR should support use of USB memory sticks . |

Annexure-III

Bid Securing Declaration Form

<Letterhead of the bidder>

<Date>

To ITI LIMITED RAEBARELI,
SULTANPUR ROAD, RAEBARELI-229010

I/We. The undersigned, declare that:

I/We understand that bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you/ MeitY for a period of two years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity or its extended period, if any; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Bank Guarantee, in accordance with the Instructions to Bidders.

c) If the bidder is found indulging in any corrupt, fraudulent or other malpractice in respect of the bid; or

d) If there is a discrepancy between words and figures quoted by the bidder and the bidder does not accept that the amount in words prevails over amount in figure.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a consortium, the Bid Securing Declaration must be in the name of all partners to the consortium that submits the bid)

General Requirement (For Item no. 1)

Mini OTDR (Optical Time Domain Reflectometer) Required for Optical Fiber and Optical Fiber Cable Testing (1310 nm , 1490 nm , 1550 nm and 1625 nm wavelength ± 25 nm)

1. Optional accessories (if any) shall be quoted separately.
2. Party shall provide warranty for two (02) years (minimum) from the date of installation and commissioning.
3. After sales service and spares availability shall be ensure by the party.
4. Operation and maintenance training shall be provided by the party at our works.
5. Two (02) sets of operation and maintenance manual shall be provided by the party with each OTDR.
6. All the manuals must be in English Language only.
7. User interface language of the OTDR must be in English language.
8. Make model with full specifications of the offered OTDR shall be provided by the party supported by the relevant catalogue / leaflet.
9. Installation & Commissioning of the OTDR shall be done by the party at our works.
10. The OTDR shall be duly calibrated by recognized agency and calibration certificate shall also be provided along with OTDR by the party. Party shall be responsible for the calibration of the OTDR for a period of two (02) years from the date of installation & commissioning.
11. The party must be the OEM or authorized dealer of OEM and latest authorization certificate shall be submitted along with the technical bid
12. The OTDR should comply the respective standards wherever applicable.
13. **Party shall be provide point wise compliance for Annexure -1 & Annexure – 2**

CM(PPM)-I

General Requirement (For Item no. 2)

Mini OTDR (Optical Time Domain Reflectometer) Required for Optical Fiber and Optical Fiber Cable Testing (1310 nm , 1490 nm and 1550 nm wavelength ± 20 nm)

1. Optional accessories (if any) shall be quoted separately.
2. Party shall provide warranty for two (02) years (minimum) from the date of installation and commissioning.
3. After sales service and spares availability shall be ensure by the party.
4. Operation and maintenance training shall be provided by the party at our works.
5. Two (02) sets of operation and maintenance manual shall be provided by the party with each OTDR.
6. All the manuals must be in English Language only.
7. User interface language of the OTDR must be in English language.
8. Make model with full specifications of the offered OTDR shall be provided by the party supported by the relevant catalogue / leaflet.
9. Installation & Commissioning of the OTDR shall be done by the party at our works.
10. The OTDR shall be duly calibrated by recognized agency and calibration certificate shall also be provided along with OTDR by the party. Party shall be responsible for the calibration of the OTDR for a period of two (02) years from the date of installation & commissioning.
11. The party must be the OEM or authorized dealer of OEM and latest authorization certificate shall be submitted along with the technical bid
12. The OTDR should comply the respective standards wherever applicable.
13. **Party shall be provide point wise compliance for Annexure -1 & Annexure – 2**

CM(PPM)-I

| General Specifications | | |
|---|--|---|
| S. No | Parameter | Specification |
| 1 | Display | 7- inch (minimum)touch screen TFT - Color LCD (800 x 480 with LED backlight) , Indoor/Outdoor type |
| 2 | Interface | USB 2.0 : Type A x 2 ,USB1 , 1 : MicroB x 1 |
| 3 | Data Storage | Internal Memory : 1 GB(minimum) |
| | | External Memory (USB) : 16 GB (minimum) |
| 4 | Power Supply | Allowable input voltage range : 110 V to 250 V , 50 Hz/60 Hz |
| 5 | Battery | TYPE : Lithium - ion or better |
| | | Operating time : 10 hours , Telecordia GR - 196 - Core Issue 2, September 2010 |
| | | Recharge time < 6 hours (power off) |
| 6 | Power Saving Function | Backlight off : Disable / 1 to 99 minutes or better |
| | | Auto shutdown: Disable / 1 to 99 minute or better |
| 7 | Standard Accessories (01 set with each OTDR) | Bare Fiber Aligner (FC-APC) |
| | | Ferrule cleaner |
| | | Replacement Reel for Ferrule Cleaner |
| | | FC-APC Connector 2 nos . As spare |
| | | FC-APC Connector type pigtail - 2 nos |
| | | line cord / power cord |
| | | V groove mechanical splice suitable for SM fiber with loss ≤ 0.5 dB - 2nos. |
| | | Index matching lubrication (it is index matching jelly suitable for SM fiber when used with aligner) |
| | | Fibre Cleaver |
| | | Fibre Stripper |
| | | Ribbon Separator |
| | | Fiber Cleaning Kit |
| | | Battery Pack and USB -Ethernet converter |
| | | USB Pendrive - 16 GB |
| | | Universal adapter compatible to 110V/60Hz & 220V/50Hz |
| | | AC charger adapter |
| | | Any other item / accessories including interfaces, connectors , connecting cvables and tools requird for the complete testing / Fiber handling shall be supplied by the party along with each OTDR. |
| Hared Transit Case | | |
| Printed quick user's manual (CD) | | |
| PC Emulation Software for Data analysis and Reporting | | |
| 8 | Protector | Should include rubber bumpers , display cover and should stap |
| 9 | EMC | ENC 61326-1 , EN61000-3-2 or EN55011 Class A |
| 10 | Enviromentals Conditions | Operating tempreature and humidity : -10 to + 50 C , <80% (non - condensing) |
| | | Dust proof : MIL-T-28800 E (Dust Exposure) Class 2 |
| | | Drip proof : IP51 (iec 60529) , JIS C 0920 TYPE 1 |

INTEGRITY PACT

PURCHASE ORDER No.

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

BETWEEN:

ITI Limited having its Registered & Corporate Office at ITI Bhavan, Dooravaninagar, Bangalore – 560 016 and established under the Ministry of Communications, Government of India (hereinafter called the Principal), which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman & Managing Director, Directors, Officers or any of them specified by the Chairman & Managing Director in this behalf and shall also include its successors and assigns) ON THE ONE PART

AND:

..... represented by Chief Executive Officer (hereinafter called the Contractor(s), which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the contractor ON THE SECOND PART.

Preamble

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

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

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

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

SECTION 1 – COMMITMENTS OF THE PRINCIPAL

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.
 - b. The Principal will, during the tender process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Actor if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

SECTION 2 – COMMITMENTS OF THE BIDDER/CONTRACTOR

- 2.1 The 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 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 contractor(s) will not enter with other 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 contractor(s) will not commit any offence under IPC/PC Act, further the 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 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 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 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 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 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 Contractor(s) from the tender process.
- 3.2 If the 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 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 Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.
- 3.3 The 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 Contractor(s) could be revoked by the Principal if the 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 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 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 Contractor(s) or sub-contractor/sub-vendor/associates of the 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 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 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 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 Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.
- 8.5 The Monitor will submit a written report to the Chairman & Managing Director of the Principal within a reasonable time from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.6 If the Monitor has reported to the Chairman & Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director of the Principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 8.7 The word '**Monitor**' would include both singular and plural.
- 8.8 Details of the Independent External Monitor appointed by the Principal at present is furnished below: -

Shri Javeed Ahmad, IPS (retd.)
M-1101, Shalimar Gallant Apartment
Vigyanpuri Mahanagar
LUCKNOW – 226 006

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

SECTION 9 – FACILITATION OF INVESTIGATION

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

documents in English and shall extend all help to the Principal for the purpose of verification of the documents.

SECTION 10 – LAW AND JURISDICTION

- 10.1 The Pact is subject to the Law as applicable in Indian Territory. The place of performance and jurisdiction shall 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 Contractor(s) is unsuccessful, the Pact will automatically become invalid after three months on evidence of failure on the part of the 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 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.
- 12.5 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 CONTRACTOR(S)

.....
(Name & Designation)

.....
(Name & Designation)

Witness

Witness

1)

1).....

2)

2).....



ITI LIMITED
(A Government of India Undertaking)
Sultanpur Road, RAE BARELI-229010 (U.P)



TENDER FOR OTDR AS PER SCOPE OF WORK & TECHNICAL SPECIFICATION & GENERAL REQUIREMENT MENTIONED IN BID DOCUMENT.

Name of Firm

Price Bid format for OTDR

A> Offer for Machines

| Sl | Details of the Machine | HSN Code | Qty Reqd (1) | Basic Unit Price (in Rs.) (2) | Total Price (in Rs.) (3=1*2) | GST % | Total Price (in Rs.) (with GST) | Total Value with GST and TCS |
|----|--|----------|--------------|-------------------------------|------------------------------|-------|---------------------------------|------------------------------|
| 1 | Supply , Installation & Commissioning of OTDR (Optical Time Domain Reflectometer) of Wavelength- 1310 /1490/1550 nm +-20 nm | | 1 | | 0 | | 0 | 0 |
| 2 | Supply , Installation & Commissioning of OTDR (Optical Time Domain Reflectometer) of Wavelength- 1310 /1490/1550/1625 nm +-25 nm | | 2 | | 0 | | 0 | 0 |

B> Other Terms

| | | |
|---|----------------|---|
| 1 | Terms of Price | FOR ITI Raebareli |
| 2 | Payment Terms | 100% Payment after Successful supply, installation & commissioning of the equipment at ITI Ltd. Rae Bareli. |
| 3 | Warranty | 2 years from the date of installation & Commissioning of the machine |

Note- Any deviation from above format shall be liable for rejection of the bid

