

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	09-04-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	09-04-2026 16:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Communications
विभाग का नाम/Department Name	Department Of Telecommunications (dot)
संगठन का नाम/Organisation Name	Iti Limited
कार्यालय का नाम/Office Name	Raebareli
वस्तु श्रेणी /Item Category	Custom Bid for Services - Operation & maintenance of substation & DG Set
समान श्रेणी/Similar Category	<ul style="list-style-type: none">• Operation And Maintenance Of Substation
अनुबंध अवधि /Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	10 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	5 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation for Turnover	Yes Partial Turn over value - 5 (in lakhs)
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details

क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days
अनुमानित बिड मूल्य / Estimated Bid Value	2492160
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	50000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	14

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

INDUSTRY

RAEBARELI, Department of Telecommunications (DOT), ITI Limited, Ministry of Communications (Iti Limited)

बोली विभाजन लागू नहीं किया गया/Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
-------------------------------	-----

1. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
2. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
3. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Introduction about the project /services being proposed for procurement using custom bid

functionality:[1774244828.pdf](#)

Instruction To Bidder:[1774244839.pdf](#)

Scope of Work:[1774244852.pdf](#)

Payment Terms:[1774244854.pdf](#)

Quantifiable Specification / Standards of The Service/ BOQ:[1774244861.pdf](#)

GEM Availability Report (GAR):[1774244898.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1774244937.pdf](#)

Custom Bid For Services - Operation & Maintenance Of Substation & DG Set (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Operation & maintenance of substation & DG Set
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
--	----

इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	NA

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
-------------------	---	-------------	----------	---

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Narendra Kumar Sharma	229010,ITI LTD, Sultanpur Road, Raebareli	Project / Lumpsum Based	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/**Buyer Added Bid Specific Terms and Conditions**

1. **Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. **Generic**

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

4. **Service & Support**

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

अस्वीकरण/**Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without

specifying equivalent Indian Certification / standards.

10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake

compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

INSTRUCTION TO BIDDERS

Tenders will be accepted under the two bid system:-

(a)- **The Technical Bid:-**

1:-Satisfactory completion certificate for similar nature of works (Similar means O & M of 11KV/440 Substation & DG Set) issued by competent authority in the last five years.

- a. Execution of single order of 50% of estimated value.
- b. Execution of two orders of 30% of estimated value.
- c. Execution of three orders of 25% of estimated value.

(2)- **Estimated cost for one years:-Rs:-24,92,160/- (Inclusive GST @18%)**

EARNEST MONEY Rs:-50000/-(Fifty thousand only) through DD/FDR in favor of ITI LIMITED Rae Bareli. It will be returned to unsuccessful bidder after the finalization of the tender. EMD will be forfeited who backs out or is found to be providing misleading information during tendering process. Registered with MSME is exempted in case of MSME Bidders for which MSME Certificate must be submitted.

(3):- Successful bidder has to security deposit @5% of work order value

(4)- **Valid A-Class Electrical Contractor/Supervisor Certificate**

(5)- Photocopy of PAN Card in the name of firm.

(6)- Photocopy of GSTIN Registration Certificate.

(7)- Photocopy of Labor Registration Certificate & ESI Registration.

(8)- Photocopy of PF registration certificate.

(09)- The contractor has to submit the details of Income Tax Return of FY: 2023-24, 2024-25 and 2025- 26 of the last three years.

(10)- The contractor also has to submit average annual financial turnover of the firm duly audited during last three years, ending should be at least 30% of the estimated cost.

(11)- Tenderers are requested to bring original documents or certificates whenever demanded.

The Price Bid :-

(a):-It shall contain the rates in the Bill of Quantity, duly filled in and signed by the bidders as a token of acceptance.

(b)-The Price Bid of only those contractors will be opened whose Technical Bids are found suitable.

(c) Offers must be submitted online only.

(d) Conditional tender are not allowed.

GENERAL CONDITIONS

1. Performance Guarantee & Security Deposit:-

(a) The successful bidder shall deposit 5% performance guarantee in the form of FDR/DD in favor of ITI Limited, Rae Bareli, against the accepted tender value, before commencement of work.

(b) The security deposit shall remain at the absolute disposal of the Company as security for satisfactory execution and completion of the works. The full amount will be refunded after the expiry of the defund liability period of 02 months from the date of successful completion of work.

(c) The Company shall be at liberty to deduct appropriate amounts from the security deposit against compensation or dues payable by the contractor under the contract. Such deductions shall be made good by further deductions from subsequent interim bills until the security deposit is restored to the required amount.

(d) If the contractor fails to commence execution of the work after the award, the Company shall be at liberty to forfeit the EMD/Security deposit absolutely.

(e) EMD is exempted in case of MSME Bidders and Start-ups Bidders.

(2):-The Bidder shall be liable for ensuring compliance with the provisions of all applicable laws including but not limited to labour law and specially workmen compensation Act, EPF Laws, Income tax laws and minimum wages laws, Contract labour(Regulations Abolition Act),and any other relevant acts as may become applicable during the tenure of contract and while filling the BOQ. The onus of compliance to all the applicable Laws/Acts/Rules shall rest with the service provider only and the buyer will not be liable in any manner.

(3):-The contractor shall abide by all security rules/regulations related to entry and exit of laborers within the ITI Plant area.

(4):-The tender shall remain firm and valid for a period of **03 months** from the date of opening.

(5) :-Tenders will be opened in the presence of the tenderers or their authorized representatives who may wish to be present.

(6):-The contractor shall take all necessary steps to ensure the safety of the workers employed by him.

(7):-The contractor shall provide all required protective equipment and tools to workers for the safe execution of the work.

(8):-The Contractor will indemnify ITI ltd from losses/damages cause to ITI Ltd by his persons orgy negligence of them, and the same may be recovered from their running bill if not indemnified within stipulated time.

(9):-ITI Limited reserves the right to cancel the running tender after giving a notice of two (02) months.

(10):- The Parties shall make best efforts to settle any/all disputes-amicably within 30 days of communications thereof. All disputes or differences whatsoever, arising out of this Tender/Agreement including the interpretation of any provisions shall be settled by law courts located within the appropriate exclusive jurisdiction of the courts at Rae Bareli.

(11):-Monthly payment will be made on submission and verification of RA bills.

(12):-The contractor shall be responsible for any misconduct by his labor/representatives and shall compensate ITI Ltd., Rae Bareli, for any resulting loss.

(13):-Taxes will be deducted from the bills as per applicable norms/rules.

(14):-An agreement shall be signed with the successful bidder after issuance of the work order, on a Rs.100 stamp paper.

(15):-Contract period:-The contract period will be of 1-year from the date of award of work order & it may be extended, if required, on mutual consent for the period of two months or more but less than 1 year.

(16):- The bidder must obtain, at their own responsibility and expense, all information necessary for preparing the tender and entering into the contract. The bidder must examine the drawings (if any), visit the site, inspect the work area, acquaint themselves with all local conditions, and assess the nature and scope of the work. No claim at a later date due to lack of knowledge of the site or working conditions will be entertained.

(17):- ITI Ltd. reserves the right to accept or reject any tender without assigning any reason thereof

(18):- Bidders has to provide competent electrician to handle the operation & maintenance of substation & DG set.

Bill of Quantities

Ref No.: - ITI/RB/CS/2025/01

Subject:- Operation, maintenance and proper functioning of MPD substation with DG SET , EPD and ADMIN substation- Annually Contract for (24 x7) hrs basis.					
	Description of Work	Unit	Month	Unit Rate per month	Amount(annual)
					(Rs)
A	Operation and maintenace of EPD and ADMIN substation of 11KV/ 440V (24 x7), close monitoring and maintaining of logbook. Daily routine works like operation of HT Incoming & distribution/ LT distribution panel in case power supply failure from UPPCL including operation of Incoming, Outgoing feeders to EPD/plant area, Township and Unit Head Chamber (Back feed/ feedback). Streetlight operation and its starter maintenance etc as per annexure 1 Scope of work	Job	12		
B	Operation and maintenace of MPD and DG set maintenance of substation of 11KV/ 440V (24 x7) , close monitoring and maintaining of logbook. Daily routine works like operation of HT Incoming & distribution/ LT distribution panel in case power supply failure from UPPCL including operation of Incoming, Outgoing feeders to EPD/MPD, Emergency feeder, Township . Streetlight operation and its starter maintenance. a) Check cooling tower pump motor & starter's B) Check air compressor motor & starter. c) Check oil filling motor & starter. d) Filter cleaning. e) Oil top up in overhead oil tank. b) Street light maintenance. g) Check pump oil and same to be top up if required. h) Gravity & voltage of batteries installed in battery room for safety control system of Substation & DG set etc as per annexure 1 Scope of work	Job	12		
c	Basic Amount				0.00
d	GST @ 18%				0.00
e	Total Amount				0.00

DGM(CS,LS &Civil)

ANNEXURE-02

UNDERTAKING FOR NON BLACKLISTING PROFORMA

(To be submitted on the Letter head of the responding firm)

To,

DGM (CS,CIVIL & LS)
The ITI Limited
Doorbhas Nagar,
Raebareli – 229010 (Uttar Pradesh)

Sub:Undertaking regarding non-blacklisting/debarment to participate in any Central/State Govt/PSUs/Autonomous bodies.

Dear Sir/Madam,

This is notify that our Firm/Company/Organisation intends to submit a proposal in response to your floated Bid for requirement of Man - Power in accordance with the Bid Document, we declare that :

- a. We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment.
- b. We are not blacklisted by any Central/State Government/ Agency of Central/State govt of India or any other country in the world/PSU/any Regulatory Authorities in India or any other country in the world for any kind in fraudulent activities.

Sincerely,

(Bidder Name)

Name:

Title:

Signature

(Bidder Stamp/Seal)

Place:

Date:

ANNEXURE-03

INTEGRITY PACT

WORK 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 to 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 extent the parties comply with the obligations under this pact.
- 8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.
- 8.3 The 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: -

ShriJaveed Ahmad, IPS (retd.)
M-1101, Shalimar Gallant Apartment
VigyanpuriMahanagar
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 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 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
CONTRACTOR(S)

For

(Name & Designation)
Designation

(Name &

Witness

Witness

1)

2)

SCOPE OF WORK

The scope of work covered under O&M will include Operation of Electrical sub-stations including regular/preventive and breakdown maintenance of all Electrical Installations and all such jobs to ensure uninterrupted power supply.

OPERATION WORK:

1. Operation and Monitoring of functioning of Transformers and its associated equipment parameters such as:
 - a. Winding temperature.
 - b. Oil temperature and oil level.
 - c. Checking of oil leakage if any, take immediate corrective action to stop the leakage.
 - d. Maintenance of Log book as formulated by ITI LTD.
- d. Any other parameters as per directions/suggestions of ITI LTD.
2. Operation and Monitoring of functioning of DG Set operations and its parameters such as:
 - a. Oil Temperature & Oil Level
 - b. Coolant Temperature & Coolant Level
 - c. Fuel level
 - d. DCP Panel of Individual DG Set
- d. Manual and Auto-start of DG Set functioning including through Synchronous Panel
- f. Maintenance of Log book as formulated by ITI LTD.
- g. Any other parameters as per directions/suggestions of ITI LTD.
- h. Weekly/monthly Reports to be submitted to Electrical Section.
3. Operation and Monitoring of functioning of DG Set Control Panel.
4. Operation and Monitoring of functioning of Synchronous Panel.
5. Operation and Monitoring of functioning of HT and LT Panels of Sub-station and panels in ITI LTD.
6. Operation and Monitoring of functioning of Capacitor Bank Panel
7. Operation and Monitoring of functioning of Breakers, Bus-couplers, MCCBs, all other equipments, accessories, machines, appliances etc. which are and installed in Sub-stations and associated with power supply distribution network.

Besides this any abnormal functioning if observed, then the same to be recorded in log book and attended immediately to rectify minor defects by operational staff related to all equipments associated and installed in Sub-stations (any equipments, accessories, machines, appliances etc.). In case of defects needs support of maintenance staff then the case may be informed to maintenance team for rectification.

Above all, operational staffs have to follow all directions of ITI LTD as and when so arises. In case of any clarification or doubt, decision of ITI LTD representative will be final in Operation and Maintenance matters.

MAINTENANCE WORK

1. ROUTINE MAINTENANCE OF 11KV FEEDERS.

1) 11KV VACUM CIRCUIT BREAKERS/MOCB AND HT PANELS INCLUDING ACCESSORIES

- a) Checking of IR value of Interrupter
- b) Checking of Mechanical Interruption of Circuit Breaker Opening and Closing.
- c) Checking of Electrical Operation of Circuit opening and closing from both Local and Remote.
- d) Checking of healthiness of Protection Tripping of Circuit breaker.
- e) Cleaning and servicing including re-varnishing of Insulators if necessary.

2) 11KV CONTROL AND RELAY PANELS

- a) Checking of Protection relays
 - i) Testing of pickup current of Protection Relays.
 - ii) Testing of tripping time of Protection Relays.
- b) Testing of Panel Control switch and circuit breaker operation via control switch both local and Remote.
- c) Testing of Circuit Breaker operation (Tripping) via Protection Relay.
- d) Checking of annunciation/Alarm circuit.
- e) Checking of panel meters Ammeters, Voltmeters and Kilowatt meters.
- f) Checking of healthiness of earthing points.
- g) Cleaning, servicing and resetting of Protection Relay if necessary.

3) 11 KV CURRENT TRANSFORMER (CT) AND PROTECTION TRANSFORMER (PT)

- a) Testing of Insulation Resistance of CT's and PT's.
- b) Primary current Injection Test for checking of CT ratio for both metering and protection core using Primary Injection Set.
- c) Voltage Injection test for PT's to check healthiness of PT's ratio.
- d) Cleaning and servicing including re-varnishing if necessary.

2. ROUTINE MAINTENANCE OF TRANSFORMERS.

A) WEEKLY/MONTHLY/QUARTERLY/YEARLY SCHEDULE

- a) Testing of Insulation Resistance (IR).
- b) Checking of Silica Gel (Dehydrating Breather)
- c) Checking of OLTC/RTCC.
- d) Inspecting of Bushings.
- e) Checking of Cable Boxes.
- f) Checking of Earth Resistance.
- g) Tests on oil in Transformers/OLTC and Topping of oil.

B) ROUTINE MAINTENANCE OF CAPACITOR BANKS

1. Circuit breakers.

- a) Checking of IR value Interrupter.
- b) Checking of Mechanical Operation of Circuit Breaker Opening and Closing.
- c) Checking of Electrical Operations of Circuit Breaker Opening and Closing both Local and Remote.
- d) Checking of Healthiness of Protection Tripping of Circuit Breaker.
- e) Cleaning and servicing including Re-varnishing of Insulators if necessary.

2. Control and Relay Panels.

- a) Checking of Protection Relays.
 - i. Testing of pickup current of Protection Relays.
 - ii. Testing of tripping time of Protection Relays.
- b) Testing of Panel Control switch and circuit breaker operation via control switch both Local and Remote.
- c) Testing of Circuit Breaker operation (tripping) via Protection Relay.
- d) Checking of annunciation/Alarm circuit.
- e) Checking of panel meters Ammeters, Voltmeters and Kilo watt meters.
- f) Checking of healthiness of earthing points.
- g) Cleaning, servicing and resetting of Protection Relay if necessary.

3. ROUTINE MAINTENANCE OF LT PANELS AND CAPACITOR BANKS.

- Testing of Air Circuit Breaker.

- a) Checking of IR value of Interrupter
- b) Checking of Mechanical Interruption of Circuit Breaker Opening and Closing.
- c) Checking of Electrical Operation of Circuit opening and closing from both Local and Remote.
- d) Checking of healthiness of Protection Tripping of Circuit breaker.
- e) Cleaning and servicing including re-varnishing of Insulators if necessary.

- Testing of Bus Bars.

- a) Checking or IR value of Bus.
- b) Checking of IR value of Bus Insulator.
- c) Checking of Hot Spot.
- d) Checking of healthiness of cable termination at Bus.
- e) Cleaning and servicing including re-varnishing of insulators if necessary.

- Testing of LT cubicle.

- a) Checking of MCCB.
- b) Checking of healthiness of Cable termination.
- c) Cleaning and servicing including re-varnishing of Insulators if necessary.

- Capacitor Bank.

- a) Checking of Unit capacitance Value.
- b) Checking of Physical healthiness of Units.
- c) Checking of Earthing of Bank.

4. ROUTINE MAINTENANCE OF HT AND LT CABLE.

- Checking of Insulation Resistance (IR) of HT and LT cables.
- Checking of Healthiness of Cable and its Termination.

5. BREAKDOWN AND RESTORATION OF POWER BREAKDOWN

- i. The alternate feed of Power could be made in case of Breakdown / Tripping of One or a few Breakers and to restore the affected load as soon as possible.
- ii. Maintain all switchboards in ready condition. The various maintenance schedule planned should be executed and record of all such activities shall be maintained. Ensure the availability of redundant system.

6. ACTIVITY BASED SERVICE PROVISION.

This Contract incorporates the following elements and critical parameters.

- i. Attending “No Power Supply” complaints for any particular area.
- ii. Conducting Prevention maintenance as per checklist and schedule and as per directions of ITI LTD.
- iii. Cable fault finding
- iv. Attending to complaints in HT and LT breakers.
- v. Recommendations for Spares.
- vi. Abiding to all safety rules and following safe parameters. ;
- vii. Target zero accident.
- viii. Restoration of breakdown during power failures.

Signature and Stamp of Contractor

DGM-CS,CIVIL & LS