



ITI LIMITED  
Palakkad Plant, Kanjikode West  
PALAKKAD – 678 623  
KERALA

Phone: 0491- 2566010 (4 Lines)  
0491- 2566511  
Email: vijayakumarb\_pkd@itilttd.co.in

Ref: ITI PKD/COM/SHIP/HDPE-T.N

Date: 29.11.2021

Dear Sir,

**Sub: Request for Quotation (RFQ) for Transportation of HDPE ducts to various districts in Tamil Nadu state.**

We invite quotes for the following: -

Sl. .No.	Item Code	Description of work	Period
1	ITI PKD/COM/SHIP/ HDPE- T.N	Transportation of HDPE Duct (40/33 mm) from ITI Ltd, Palakkad to various districts in Tamil Nadu state on door delivery basis.	One year from the date of signing contract (Extendable for 1 more year).

Please submit your competitive bid against Enquiry ref no. ITI PKD/COM/SHIP/HDPE- T.N dated 29.11.2021 for the above mentioned tender on or before due date, subject to the following terms & conditions:

Timelines	
Date of publication of RFQ	29.11.2021
Last date of request on Clarifications of RFQ	04-12-2021-16.00 hrs
Publication of clarification or addendum if any	07-12-2021
Due date & time of receipt of bid	16.12.2021; 2.00 PM
Opening date & time of technical bid	16.12.2021; 2.30 PM
Opening date of price bid	Will be intimated to qualified bidders

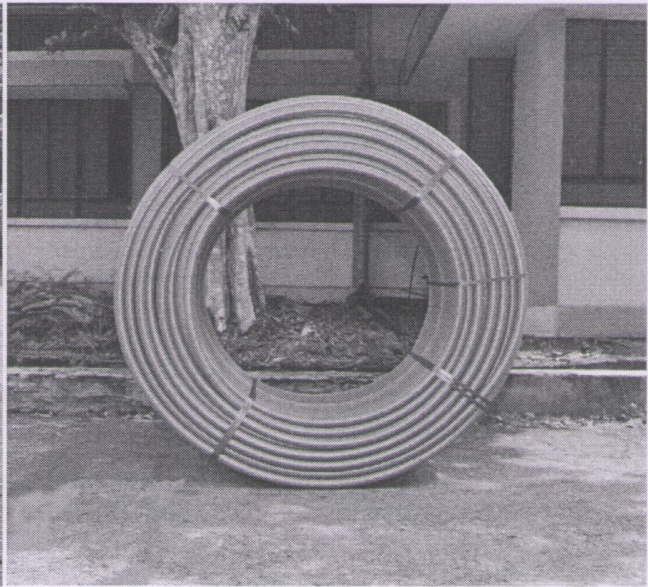
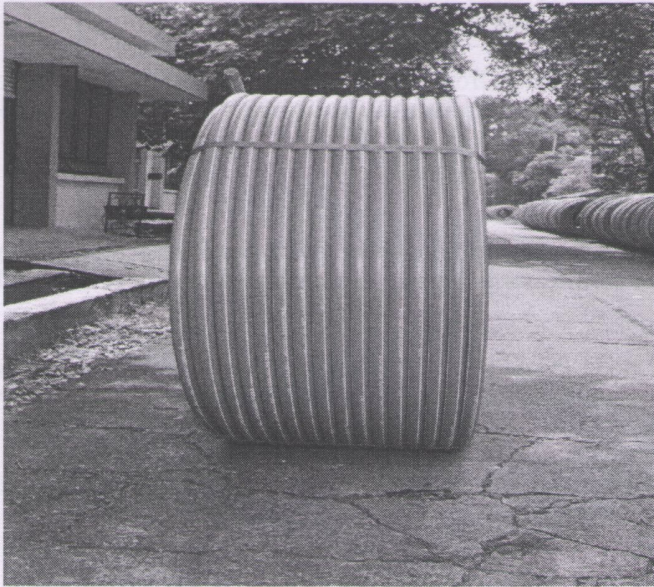
Address for bid submission	The Chief Manager (MM&TS) ITI Limited Kanjikode West P.O. Palakkad-678623 Kerala Phone : 0491-2566511
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**A. TERMS & CONDITIONS:**

Sl. No.	Particulars	Conditions
1	Terms of Price	Transportation of HDPE Duct (40/33 mm) from ITI Ltd, Palakkad to various districts in Tamil Nadu state as per Annexure IV on door delivery basis.
2	Terms of Payment	100% payment after 45 days of receipt of all the required documents including POD.
3	Validity of Quotation	60 days
4	Bid Type	2 bid system (Technical Bid Cover & Price Bid Cover)
5	Delivery of consignment	As per the delivery schedule by ITI
6	Earnest Money Deposit	Rs 1.8 Lakhs
7	Security Deposit	Rs 2.5 Lakhs in the form of DD/Bank Guarantee.

**B. SPECIFICATION OF HDPE DUCT:**

Material will be available in rolls of 500 Meter (approximate dia 5.25 ft, width 2.25 ft) and 1000 Meter (approximate dia 6.5 ft, width 2.25 ft) Length with weight 190 Kg and 380 Kg respectively. Rolls in one truck load will be of same length only. An indicative shape of the roll is furnished below:



### C. **ELIGIBILITY CRITERIA:**

The Bidders should quote only, if they satisfy the following eligibility criteria.

1. The Company / Firm should be registered in India. Self-attested copy of the Registration certificate /relevant document should be submitted. If the bidder is an MSE company, the MSME Registration certificate to be submitted.
2. The Company / Firm should have PAN number. Self attested copies of PAN and GST registration certificate or Declaration on Non registration should be submitted.
3. The Bidder should have reasonable presence across Tamilnadu State (The Office Address including email ids, phone numbers etc., wherever office is available in the state should be furnished).
4. The Annual Turnover of the bidder should be more than 5 Crores. Copies of the Balance sheet / Auditor's report for the last 3 years should be submitted.
5. The bidder should have executed at least one contract with Govt./ Public Sectors/Renowned private sector. Copies of PO/Contract/Experience/Performance certificate etc. should be submitted.
6. Bidder shouldn't have been blacklisted by any Govt. / PSU – A self-declaration should be submitted. The bidder should submit relevant documents for supporting their eligibility along with technical bid. The non- compliance in this regard will disqualify the bidder.

#### **SPECIAL NOTE:**

- a. Price must be on door delivery basis from ITI Ltd, Palakkad to various districts in Tamil Nadu as per Annexure IV.
- b. Please quote the basic rates per km distance for transporting HDPE Duct from ITI Palakkad to respective districts of Tamil Nadu as per Annexure IV. The goods loaded from ITI Palakkad factory shall be delivered at the designated locations **without any trans-shipment. No other goods shall be loaded in the vehicle other than items taken from ITI Palakkad.**
- c. The rates quoted must be inclusive of labour charges, loading charges at our factory & unloading charges at respective location and all other incidental expenses like Tolls, Freight on Vehicle, LR, etc. However,

- forklift with driver will be provided for loading at ITI Palakkad factory premises.
- d. The Bidder shall quote their lowest rate for transportation from the premises of ITI Limited, Kanjikode, Palakkad to the various districts in Tamil Nadu state as per Annexure IV in line with the terms & conditions of the Tender given in Annexure I.
  - e. Sub-contracting is not permitted under any circumstances.
  - f. If the bidder is a registered MSE company eligible for any benefits under the Public Procurement policy of Govt. of India, they should submit the relevant certificates in respect of transportation service for availing the benefits.
  - g. The Bidders are advised to visit the work spot at ITI Palakkad and get familiarized with the nature of work, before submission of the tender. No claim whatsoever on non-familiarity with the tender requirements will be entertained later on.
  - h. The bidder shall submit all relevant documents for qualifying the eligibility criteria mentioned in Section C. Non compliance will lead to disqualification of the bid.

#### **D. PRICE BID**

The Price Bid to be submitted as per the Annexure-IV format.

**It is mandatory to submit quote for all the districts in Tamil Nadu. Incomplete quotes will not be considered for any districts.**

The rate quoted shall remain firm during the period of execution of the order and should be valid for a minimum period of one year from the date of signing contract, except for the escalation/de-escalation clause as defined below. After one year on mutual agreement, the contract can be extended for a further period of one year.

#### **ESCALATION/ DE-ESCALATION CLAUSE:**

The Escalation /De-escalation clause shall be applicable based on the variations in diesel price per liter. The reference diesel rate shall be based on the IOCL diesel price prevailing in Thiruvananthapuram on the last day of the submission of tender.

The Escalation/De-escalation in rates shall be calculated as per the formula given below:

$$\text{Differential allowed} = 0.25(\text{Fuel Factor}) \times \text{Original contract rate} \times \frac{\text{Increase/Decrease in diesel rate}}{\text{Reference Diesel rate}}$$

The escalation/de-escalation clause will apply only if the diesel price variation is more than Rs.1/- from the reference rate. Escalation/de-escalation clause shall be applicable for goods uplifted from the factory from the day following the date of change of diesel price.

**Example:-**

Month	Diesel rate (Rs/ltr)	Differential allowed(Rs)	Contract rate (Rs)
<b>Tender Rate</b>	<b>86.00</b>	<b>NA</b>	<b>10000</b>

Nov-21	85.01	NA	10000
Dec-21	86.99	NA	10000
Jan-22	87.01	29.36	10029.36
Feb-22	88.75	79.94	10079.94
Mar-22	90.25	123.54	10123.54
Apr-22	94.96	260.46	10289.82

**Lowest bid – Tabulation will be done district-wise, Only one type of truck will be selected against every district**, based on the lowest rate per quantity of duct, considering capacity of 9 KM for 22x7x7 ft truck and 12 KM for 32x8x8 ft truck.

**Tabulation Rate = Quoted Rate ÷ 9 for 22x7x7 ft truck,**  
**Quoted Rate ÷ 12 for 32x8x8 ft truck.**

The Lowest L1 Bidder will be awarded 60% of the contract and Second Lowest – L2 Bidder will be awarded 40 % of the contract at L1 rate. If L1 rate is not acceptable to L2, the L1 rate will be offered to L3, L4 etc, in that order till it is accepted. If the L1 rate is not acceptable to, L2, L3, L4 etc., then 100% qty will be awarded to the L1 bidder.

Additional work order can be issued at the Lowest (L1) rate in this tender on pro-rata basis, on mutual agreement.

#### **E. INSTRUCTIONS FOR PREPARING BID DOCUMENTS**

The Bid will be processed on a two Bid system. There shall be one Technical Bid Cover (super-scribed with “Technical Bid”) and another Price Bid Cover (super-scribed with “Price Bid Cover”).Both covers shall also be super-scribed with our RFQ reference number and due date.

**\* The Cover marked “Technical Bid” shall contain the following:**

- i. Check list as per annexure V
- ii. An amount of Rs 1,80,000/- Rupees One Lakh eighty Thousand only) as EMD in the form of Demand Draft of any Nationalized Bank payable at SBI Main Branch, Palakkad or details of online transfer of the amount, as the case may be. **If EMD is not submitted, the bid will be out rightly rejected.**
- iii. Self-attested copy of the Certificate of Incorporation/Registration Certificate, Memorandum and Articles of Association for Public Limited Company and Partnership deed for partnership concern.
- iv. Due Authorization letter/ Power of Attorney for signing the bid and entering in to the contract.
- v. Copy of Balance sheet/Auditor’s report for the last 3 years.
- vi. Xerox copies of PAN card and GST registration certificate/ Declaration of Non registration.
- vii. Un-priced copy of the price bid.

- viii. Declaration to the effect that no sub-contracting of any sort will be resorted to.
- ix. Details of contracts executed (PO/Work Order/Experience/Performance certificate etc.) with Govt./Public Sectors/Renowned private sector.
- x. Signed and sealed copy of all pages of the RFQ indicating unconditional acceptance of terms and conditions.
- xi. Documentary Proof of having a local office with 200 KM from ITI Palakkad with address and escalation matrix with officials Name, Designation, Contact Number and Mail Id.
- xii. The **Annexure – I**, duly signed with office seal.
- xiii. The Questionnaire in **Annexure – II** duly signed with office seal.
- xiv. The “Pre-Contract Integrity Pact” as per **Annexure - III** in white paper duly signed with office seal. Successful bidders shall execute the Pre-Contract Integrity Pact in Rs 100 Stamp paper on awarding the contract.

**\* The Cover Marked “Price Bid” shall contain, the Price Bid as per Annexure – IV.**

Both the Bid covers for Technical Bid and Price Bid shall be individually sealed and put in an outer sealed cover, indicating Tender Enquiry reference No. Ref: ITI PKD/COM/SHIP/HDPE-T.N dated 29.11.2021 on the top of the envelope of your quotation. The Technical Bid will be opened on **16.12.2021 at 14.30 Hrs** at our premises in the presence of available bidders. The bidders are welcomed for the BID OPENING.

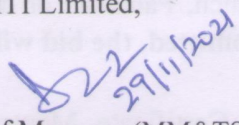
Please send your quote before the due date, in a sealed envelope super scribing the Enquiry reference and due date to:

The Chief Manager (MM&TS)  
ITI Ltd, Kanjikode west,  
Palakkad: 678 623.

The above enquiry is also available in the company website: <https://tenders.itiltd.in> and Central Procurement Portal.

Thanking you,

For ITI Limited,

  
Chief Manager (MM&TS)  
I T I Limited,  
Palakkad, Kerala.

## ANNEXURE I

Tender Ref :

Date:

### TERMS AND CONDITIONS

01. The contract is for Transportation of HDPE DUCT from ITI Ltd, Palakkad to various districts in Tamil Nadu state as per Annexure IV on door delivery basis.
02. Please quote the basic rates per km distance for transporting HDPE Duct from ITI Palakkad to respective districts in Tamil Nadu state as per Annexure IV. The goods loaded from ITI Palakkad factory shall be delivered at the consignee locations without any transshipment. No other goods shall be loaded in the vehicle other than items taken from ITI Palakkad.
03. All rates to be quoted on DOOR DELIVERY basis including labour charges, Loading, Unloading charges and other incidental charges like Tolls, FOV, LR etc., at the time of transportation will be borne by the Transporter. However, forklift with driver will be provided for loading at ITI Palakkad premises.
04. The Insurance of goods transported will be in ITI's scope. However, Insurance related to Vehicle, third party, etc., will be in bidder's scope.
05. **Lowest bid:**

**Tabulation will be done district-wise, Only one type of truck will be selected against every district,** based on the lowest rate per quantity of duct, considering capacity of 9 KM for 22x7x7 ft truck and 12 KM for 32x8x8 ft truck.

**Tabulation Rate = Quoted Rate ÷ 9 for 22x7x7 ft truck,  
Quoted Rate ÷ 12 for 32x8x8 ft truck.**

The Lowest L1 Bidder will be awarded 60% of the contract and Second Lowest – L2 Bidder will be awarded 40 % of the contract at L1 rate. If L1 rate is not acceptable to L2, the L1 rate will be offered to L3, L4 etc, in that order till it is accepted. If the L1 rate is not acceptable to, L2, L3, L4 etc., then 100% qty will be awarded to the L1 bidder.

Additional work order can be issued at the Lowest (L1) rate in this tender on pro-rata basis, on mutual agreement.

#### 06. **Earnest Money Deposit (EMD)**

An amount of Rs.1,80,000/- (Rupees One Lakh Eighty Thousand only) as EMD in the form of Demand Draft drawn in favour of ITI Limited, Kanjikode, Palakkad payable at SBI Main Branch, Palakkad should be enclosed with the "Technical Bid". The amount can also be transferred online in the below mentioned account and the transaction details should be furnished with the "Technical Bid".

Account Name – ITI LIMITED, PALAKKAD Account Number – 10620194836 IFSC Code – SBIN0000893
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The registered MSE bidders with valid certificates are exempted from submission of EMD.

**07. Security Deposit**

Within 7 days of receipt of work order, the Transporter should submit an interest free Security Deposit of Rs. 2,50,000/- in the form of DD/Bank Guarantee along with work order acceptance. The security deposit will be returned/BG released within 30 days of successful completion of the contractual obligations. This is liable to be forfeited as liquidated damages, by ITI for any breach of the terms of agreement on the part of the transporter and in addition, the transporter shall be liable for any loss or damages caused to ITI by any reason whatsoever.

08. The Transporter should comply with the latest Motor Vehicle Act, rules and subsequent amendments thereof.
09. Transporter should not lift the consignments without collecting the necessary documents like state permits, GST Invoice, E-Way bill or any other relevant documents. In case Transporter fails to collect the required documents while lifting the consignments and ITI will not be responsible for any expenditure incurred on account of this by the transporter.
10. The Transporter should collect the Consignee receipts in original with Signature, date & Seal by an officer who is In charge of the Store of the consignee and submit to Shipping Department, ITI Ltd within 15 days of delivery.
11. It is the responsibility of the transporter to transport the goods entrusted by the Company in vehicles confirming to respective Government regulations and fully licensed on that behalf.
12. Transporter has to ensure safe delivery of the consignments irrespective of the value if consignments being or not being covered by insurance, they will not have any lien on the material. The material being given for transportation will be the sole property of the company.
13. **Damage/ Loss to the Consignment during transit**
  - a) In case any damage/ loss are observed during transit for outgoing consignments, transporter must issue a Damage / Loss certificate within 72 hours of such damage.
  - b) In case any damage / Loss are reported by consignee at a later stage, transporter will issue a certificate of facts (COF) within 72 hours of being asked. In case claim is refused by the underwriters due to any reason attributed to the transporter, total claim value will be recovered from the transporter's running bills.
  - c) In case of any damage/ accident the transporter should immediately take necessary steps to inform Insurance Company to survey the damages/ accident at the place where the accident occurs and inform Shipping department, ITI Limited, Palakkad immediately. The transporter should also take



alternative arrangements for repacking the material and arrange transportation of consignment from the accidental place to the consignee. If the transporter fails to do above activities and the expenses born by ITI to perform the above activities will be deducted from the transporter's bill.

- d) The Transporter shall be liable for any damages / Loss to the company's property caused by negligent driving. The losses, if any, shall be recovered from the running bills of the transporter not less than the market value of the loss/ damage together with incidental charges and expenses.
14. The Bidder should transport the material within 48 Hours, on receipt of confirmation from ITI Palakkad. If the bidder fails to comply with, ITI will have the liberty to engage alternate transporter at the bidder's risk and cost. In case the vehicle is held up due to any repair or any other issues. ITI is not liable to make any extra payment for the retention charges.
  15. **LIQUIDATED DAMAGES:** The materials against this work order must be delivered by the transporter within 3 days of lifting the material from our factory, failing which, liquidated damages for Rs 1500/day will be levied.
  16. The company shall not be liable for any action direct or indirect that may be instituted by anyone against the transporter arising out of or consequent to the carriage of goods consigned to or from the Company entrusted to the transporter for transportation.
  17. The bidder should have a local office within 200 Km radius from ITI Palakkad. The documentary proof for the same and its address and escalation matrix with officials Name, Designation, Contact Number and Mail ID should be provided along with Technical Bid. The material will be handed over only to the company's authorized employee with valid ID card. The authorized representative should be physically present in the premises of ITI Limited, Palakkad during the dispatch of consignment for coordinating various transportation activities. The transporter or his representative, employees and workers shall comply with the security regulations with regard to entry & exit to/ from ITI as well as the movement inside the premises of ITI Ltd.
  18. If the successful bidder fails to accept the contract within specified time or fails to take up the work in accordance with the instructions of the company during the contract period, the amount of Security Deposit deposited by him will be forfeited by the company and the award of the contract in his favour will be withdrawn.
  19. **DIVERSION OF CONSIGNMENTS:** - In case of the consigner wants to divert the consignment to some other location , bidder may do so after getting written instructions from the ITI on mutually agreed terms and condition.
  20. **PERIOD OF CONTRACT:** The period of contract will be for One Year from the date of signing the contract. After One Year, on mutual agreement, the contract can be extended for a further period of one more year.
  21. **“Pre-Contract Integrity Pact” – Annexure III** shall be signed by the bidder with seal in white paper and submit as part of technical bid. Successful bidders shall execute the Pre-Contract Integrity Pact in Rs 100 Stamp paper on awarding the contract.

22. Bills for payment to the transporter should be submitted in triplicate duly pre-receipted and supported with copy of all documents duly acknowledged by the consignee as Proof of Delivery. Payment of the transporter's bill will be cleared after 45 days of receipt of all the required documents. To avail GST CREDIT, the Transporter must submit the Original Invoice in triplicate to shipping Dept.

23. **TERMINATION, AGREEMENT AND NOTICE PERIOD: -**

(A) The agreement is pre-determinable during its currency by either party giving notice in writing of the intention to terminate the contract provided that the notice period shall not be less than one month from the date of serving the notice.

(B) In case of default in complying with the terms of agreement entered by the transporter satisfactorily or for non provision of vehicles as and when required, penalties are liable to be levied and any alternate arrangement made will be at the risk and cost of the transporter and all the expenses incurred thereon shall be to the transporter's account. If the services continue to be unsatisfactory, the contract is liable to be terminated without any further notice. On termination of the contract or any such action of the transporter, the Earnest Money Deposit/ Security Deposit shall stand forfeited.

24. If desired by the company, the transporter will allow a company's escort to travel in the Vehicles along with the consignment at free of cost.

25. **FORCE MAJEURE:**

If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Consigner as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

26. **ARBITRATION**

In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the Unit Head, ITI Limited, Palakkad (hereinafter referred to as the said officer), and if the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996. There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute.

The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the Unit Head, ITI Limited, Palakkad or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

- i) The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- ii) The venue of the arbitration proceeding shall be the office of the Unit Head, ITI Limited, Palakkad or such other places as the arbitrator may decide.

27. Palakkad court will be the Jurisdiction to address disputes if any, arising out of this contract.

28. The transporter shall enter into an AGREEMENT with ITI Limited, Palakkad. This arrangement shall be valid for a period specified in the tender, which may be extended by mutual consent at the rates, terms and conditions. Until such time, the agreement is signed, the correspondence pertaining to this tender exchanged will be deemed as terms and conditions of the contract and binding on the parties.

29. The contract will be rejected, if any conflict of interest being detected at any stage.

Place:

Signature of Bidder

Date:

(With Office Seal)

## ANNEXURE II

### **QUESTIONNAIRE FORMING PART OF THE TENDER TO BE FILLED BY THE TENDERER.**

Tender Ref:

Date:

01.	Name in full under which Bidder is operating	
02.	Address of the Office premises with Contact no.	
03.	Address of the Registered Office/ Head Office of the Firm with Telephone, Fax No. and E-Mail.	
04.	Address of the Local Office with contact persons of the Firm with Name, Designation, Telephone, Fax No. and E-Mail.	
05.	Are you Registered as Public Limited Company/ Private Limited Company/ Partnership Concern?	
06.	For how long you have been in the Transport business?	
07.	Give name and address of your clients with whom you have entered similar Transport Contract.	
08.	Indicate your Banker's name and address	
09.	Whether quote has been submitted for all the districts in Tamil Nadu (YES/NO). It is mandatory to submit quote for all the districts.	

I/We certify that the particular furnished above will be treated as confidential and will not be divulged to any unauthorized person(s).

Place:

Signature of Bidder

Date:

(With Office Seal)

## ANNEXURE III

**PRE CONTRACT INTEGRITY PACT**

THIS Integrity Pact is made on.....day of .....20 .

**BETWEEN:**

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

**AND:**

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

**Preamble**

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

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

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

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

## **SECTION 1 – COMMITMENTS OF THE PRINCIPAL**

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

## **SECTION 2 – COMMITMENTS OF THE BIDDER/CONTRACTOR**

- 2.1 The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the tender process and during the execution of the contract.
- a. The bidder(s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The bidder(s)/contractor(s) will not enter with other bidders/contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or

non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c. The bidder(s)/contractor(s) will not commit any offence under IPC/PC Act, further the bidder(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Bidder(s)/Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. The Bidder(s)/Contractor(s) will not bring any outside influence and Govt. bodies directly or indirectly on the bidding process in furtherance to his bid.
- g. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

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

- 3.1 If the Bidder(s)/Contractor(s), during tender process or before the award of the contract or during execution has committed a transgression in violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify Bidder(s)/ Contractor(s) from the tender process.
- 3.2 If the Bidder(s)/Contractor(s), has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled exclude including blacklisting for future tender/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of transgression, the position of the transgressor within the company hierarchy of the Bidder(s)/Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.

- 3.3 The Bidder(s)/Contractor(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.
- 3.4 A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that on the basis of facts available there are no material doubts.
- 3.5 The decision of the Principal to the effect that breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s) shall be final and binding on the Bidder(s)/ Contractor(s), however the Bidder(s)/ Contractor(s) can approach IEM(s) appointed for the purpose of this Pact.
- 3.6 On occurrence of any sanctions/ disqualifications etc arising out from violation of integrity pact Bidder(s)/ Contractor(s) shall not entitled for any compensation on this account.
- 3.7 subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/ Contractor(s) could be revoked by the Principal if the Bidder(s)/ Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption preventative system in his organization.

#### **SECTION 4 – PREVIOUS TRANSGRESSION**

- 4.1 The Bidder(s)/ Contractor(s) declares that no previous transgression occurred in the last 3 years immediately before signing of this Integrity Pact with any other company in any country conforming to the anti-corruption/ transparency International (TI) approach or with any other Public Sector Enterprises/ Undertaking in India of any Government Department in India that could justify his exclusion from the tender process.
- 4.2 If the Bidder(s)/ Contractor(s) makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Section-3 of the above for transgressions of Section-2 of the above and shall be liable for compensation for damages as per Section- 5 of this Pact.

#### **SECTION 5 – COMPENSATION FOR DAMAGE**



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

#### **SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS/ CONTRACTORS**

- 6.1 The Principal will enter into Integrity Pact on all identical terms with all bidders and contractors for identical cases.
- 6.2 The Bidder(s)/Contractor(s) undertakes to get this Pact signed by its sub-contractor(s)/sub-vendor(s)/associate(s), if any, and to submit the same to the Principal along with the tender document/contract before signing the contract. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the provisions laid down in the Integrity Pact Agreement by any of its sub-contractors/sub-vendors/associates.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this Integrity Pact or violate its provisions.

#### **SECTION 7 – CRIMINAL CHARGES AGAINST VIOLATING BIDDER(S)/ CONTRACTOR(S)**

- 7.1 If the Principal receives any information of conduct of a Bidder(s)/Contractor(s) or sub-contractor/sub-vendor/associates of the Bidder(s)/Contractor(s) which constitutes corruption or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer of the Principal for appropriate action.

#### **SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)**

- 8.1 The Principal appoints competent and credible Independent External Monitor(s) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extend the parties comply with the obligations under this pact.
- 8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.

- 8.3 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents Bidder(s)/Contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Bidder(s)/Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.
- 8.5 The Monitor will submit a written report to the Chairman & Managing Director of the Principal within \_\_\_\_\_ to \_\_\_\_\_ weeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.6 If the Monitor has reported to the Chairman & Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director of the Principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 8.7 The word '**Monitor**' would include both singular and plural.
- 8.8 Details of the IEM appointed by the principal at present is furnished below:-  
Shri Javeed Ahmad, IPS (Retd.)  
M-1101, Shalimar Gallant Apartment,  
Vigyanpuri ,Mahanagar,Lucknow-226006

## **SECTION 9 – FACILITATION OF INVESTIGATION**

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

Bidder(s)/Contractor(s) shall provide necessary information and documents in English and shall extend all help to the Principal for the purpose of verification of the documents.

#### **SECTION 10 – LAW AND JURISDICTION**

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

#### **SECTION 11 – PACT DURATION**

- 11.1 This Pact begins when both the parties have legally signed it. It expires after 12 months on completion of the warranty/guarantee period of the project / work awarded, to the fullest satisfaction of the Principal.
- 11.2 If the Bidder(s)/Contractor(s) is unsuccessful, the Pact will automatically become invalid after three months on evidence of failure on the part of the Bidder(s)/Contractor(s).
- 11.3 If any claim is lodged/made during the validity of the Pact, the same shall be binding and continue to be valid despite the lapse of the Pact unless it is discharged/determined by the Chairman and Managing Director of the Principal.

#### **SECTION 12 – OTHER PROVISIONS**

- 12.1 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate Office of the Principal at Bengaluru.
- 12.2 Changes and supplements as well as termination notices need to be made in writing by both the parties. Side agreements have not been made.
- 12.3 If the Bidder(s)/Contractor(s) or a partnership, the pact must be signed by all consortium members and partners.
- 12.4 Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

12.3 Any disputes/ difference arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.

12.4 The action stipulates in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Pact at the place and date first done mentioned in the presence of the witnesses:

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

.....  
(Name & Designation)

.....  
(Name & Designation)

Witness

Witness

1) .....

1) .....

2) .....

2) .....

## ANNEXURE IV

### PRICE BID

Tender Ref:

Date:

PRICE BID for Transportation of HDPE DUCTS – Outgoing Consignments from I T I Limited, Palakkad to below mentioned districts in Tamil Nadu state:

Sl. No	District	Basic Rate(excluding GST) per km distance for 22 ft X 7 ft X 7 ft truck, carrying 9 KM Duct (Rs.)	Basic Rate(excluding GST) per km distance for 32 ft X 8ft X 8ft truck, carrying 12 KM Duct (Rs.)
1	Ariyalur		
2	Chengalpattu		
3	Chennai		
4	Coimbatore		
5	Cuddalore		
6	Dharmapuri		
7	Dindigul		
8	Erode		
9	Kallakurichi		
10	Kanchipuram		
11	Kanyakumari		
12	Karur		
13	Krishnagiri		
14	Madurai		

Place:

Signature of Bidder

Date:

(With Office Seal)

Sl. No	District	Basic Rate(excluding GST) per km distance for 22 ft X 7 ft X 7 ft truck, carrying 9 KM Duct (Rs.)	Basic Rate(excluding GST) per km distance for 32 ft X 8ft X 8ft truck, carrying 12 KM Duct (Rs.)
15	Nagapattinam		
16	Namakkal		
17	Nilgiris		
18	Perambalur		
19	Pudukkottai		
20	Ramanathapuram		
21	Ranipet		
22	Salem		
23	Sivaganga		
24	Tenkasi		
25	Thanjavur		
26	Theni		
27	Thoothukudi (Tuticorin)		
28	Tiruchirappalli		
29	Tirunelveli		
30	Tirupathur		
31	Tiruppur		
32	Tiruvallur		

Place:

Date:

Signature of Bidder

(With Office Seal)

Sl. No	District	Basic Rate(excluding GST) per km distance for 22 ft X 7 ft X 7 ft truck, carrying 9 KM Duct (Rs.)	Basic Rate(excluding GST) per km distance for 32 ft X 8ft X 8ft truck, carrying 12 KM Duct (Rs.)
33	Tiruvannamalai		
34	Tiruvarur		
35	Vellore		
36	Viluppuram		
37	Virudhunagar		
<b>IF GST is applicable, strike off RCM , if RCM is applicable, strike off "GST"</b>			<b>GST/RCM</b>

Place:

Signature of Bidder

Date:

(With Office Seal)

**NOTE:**

- 1. The bidder should necessarily quote for all Districts. Incomplete quote will be rejected.**
- The quoted basic rate should be firm and valid for minimum ONE YEAR from the date of contract except for ESCALATION/ DE-ESCALATION CLAUSE mentioned under E (Price Bid). On mutual agreement, the contract could be extended for One More Year at same rate.
- 3. Tabulation will be done district-wise, Only one type of truck will be selected against every district,** based on the lowest rate per quantity of duct, considering capacity of 9 KM for 22x7x7 ft truck and 12 KM for 32x8x8 ft truck.

**Tabulation Rate = Quoted Rate ÷ 9 for 22x7x7 ft truck,  
Quoted Rate ÷ 12 for 32x8x8 ft truck.**

The Lowest L1 Bidder will be awarded 60% of the contract and Second Lowest – L2 Bidder will be awarded 40 % of the contract at L1 rate. If L1 rate is not acceptable to L2, the L1 rate will be offered to L3, L4 etc, in that order till it is accepted. If the L1 rate is not acceptable to, L2, L3, L4 etc., then 100% qty will be awarded to the L1 bidder.

- The Rates should be on DOOR DELIVERY basis including loading & unloading and other incidental expenses like Tolls, FOV, LR, etc.
- Invoicing will be based on actual distance of the warehouse store (delivery location) provided at the time of dispatch.

**ANNEXURE V**

Ref : ITI PKD/COM/SHIP/HDPE- T.N

Date: 29.11.2021

**CHECK LIST OF DOCUMENTS TO BE SUBMITTED IN TECHNICAL BID.**

Sl.No.	<b><u>DOCUMENTS</u></b>	<b>✓mark</b>
1	EMD Rs.1,80,000/- as Demand draft or Bank Account transfer details (if online transfer).	
2	MSE Registration certificate for MSME company.	
3	Certificate of Incorporation/Registration Certificate	
4	Articles of Association / Partnership deed	
5	Authorization letter / Power of Attorney	
6	Copy of Balance sheet/Auditor's report for the last 3 years	
7	Copy of GST registration certificate/ Declaration of Non registration.	
8	Copy of PAN card.	
9	Un priced copy of the price bid.	
10	Declaration on Non Sub contracting	
11	Copies of PO/ Work Order/Experience/Performance certificate	
12	Details of offices across Tamilnadu state including address, Email IDs, Phone numbers.	
13	Signed copy of RFQ Ref: ITI PKD/COM/SHIP/HDPE-T.N dated 29-11-2021.	
14	Documentary proof of Local office within 200Kms and Escalation Matrix with officials Name, Contact Number and Email ID	
15	Declaration on Non Black Listed	
16	Annexure – I Terms & Conditions (duly signed with office seal by the bidder)	
17	Annexure – II - Questionnaire (filled and duly signed with office seal)	
18	Annexure - III - Pre Contract Integrity Pact (duly filled and signed)	

Place:

Signature of Bidder

Date:

(With Office Seal)