

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	27-05-2025 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	27-05-2025 16:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Communications
Department Name/विभाग का नाम	Department Of Telecommunications (dot)
Organisation Name/संगठन का नाम	Iti Limited
Office Name/कार्यालय का नाम	Raebareli
क्रेता ईमेल/Buyer Email	buycon43.il.up@gembuyer.in
Item Category/मद केटेगरी	Custom Bid for Services - AMC for Optical Instrument
Similar Category/समान श्रेणी	<ul style="list-style-type: none"> Customized AMC/CMC for Pre-owned Products
Contract Period/अनुबंध अवधि	1 Year(s) 1 Day(s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	<p>Experience Criteria,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC)</p> <p>*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</p>
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No

Bid Details/बिड विवरण	
ITC available to buyer/क्रेता के लिए उपलब्ध आईटीसी	Yes
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	1817200
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	46200

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	14

(a). 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./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी 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।

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

Beneficiary/लाभार्थी :

AM-OFC
RAEBARELI, Department of Telecommunications (DOT), ITI Limited, Ministry of Communications
(Abhishek Sharma)

MII Compliance/एमआईआई अनुपालन

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

1. 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.

2. 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.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

GEM Availability Report (GAR):[1747387030.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1747387064.pdf](#)

Scope of Work:[1747388337.pdf](#)

Payment Terms:[1747388361.pdf](#)

Custom Bid For Services - AMC For Optical Instrument (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	AMC for Optical Instrument
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)/एडऑन	

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

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

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Abhishek Sharma	229010,ITI LTD, Sultanpur Road, Raebareli	1	N/A

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

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. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer/अस्वीकरण

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 are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), 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 General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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./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।

---Thank You/धन्यवाद---

ITI Limited, Raebareli

BID DOCUMENT

GeM Bid No. GEM/2025/B/6235846

For

“Non-Comprehensive Annual Maintenance Contract (NCAMC) for Optical instrument Make Photon Kinetic, USA installed in OFC Optical Lab for Optical Testing”

"Details of Service order as per attached bid document"

DGM (PPM, T & TSEC)
ITI LIMITED
(A Government of India Undertaking)
Sultanpur Road, RAE BARELI-229010 (U.P)

Visit us at www.itiltd-india.com

ITI LIMITED
(A GOVT. OF INDIA UNDER TAKING)
SULTANPUR ROAD, RAE BARELI -229010 (UP) INDIA
Tel.: 0535-2287565, 2287387 FAX: 0535-2702106, 2702454.
E-mail: deepak_rbl@itilttd.co.in; abhisheksharma_rbl@itilttd.co.in

On behalf of ITI limited, Raebareli tender through GeM are invited from the eligible bidder as per bid document's special notes, terms & conditions and item description, qty & delivery schedule as given below:

TENDER INFORMATION

Scope of Work : Non Comprehensive Annual Maintenance Contract (CAMC) & Calibration for below mentioned Optical Instrument Make Photon Kinetic, USA installed in ITI Limited Raebareli OFC Hanger.

S. No.	Description	Qty
1	PK 2400G Fiber Geometry System	2
2	PK 2402 Coating Geometry System	2
3	PK 2411G Fiber Curl System	2
4	PK 2200A Fiber Analysis System	2
5	PK 2204A MFD System	2
6	PK 2800 Chromatic Dispersion & PMD System	2
7	OTDR 8000i System	4

Other Terms & Conditions –

1. Service provider (Bidder) has to be rendered through OEM or their authorized dealer. Authorization certificate shall be submitted in case of authorized dealer.
2. **Date of Completion** – To be One Year from date of receipt of work order.
3. **Contract Period** – To be one year from the date of acknowledgment and acceptance of work order.
4. **Preventive Maintenance** – Four (04) per year on quarterly basis
5. **Break Down Call** – 03
6. **Penalty clause** “In case of failure to attend complaint within 3 days, penalty @ 1% of the quarterly NCAMC value per week (Maximum 5% of quarterly NCAMC value) is to be levied.
7. **Payment terms** : Payment on every quarter after the completion of satisfactory AMC terms.
8. **Tools / Instruments** – Party shall provide necessary tools and instruments to their service engineer for the purpose of servicing the equipment covered by the contract.
9. In case of any dispute, only Rae Bareli court will have jurisdiction to try the suit if any.
10. All conditions of work are as per ITI/Govt. and GeM portal guidelines.

Special Note:

- The above enquiry is available in our website <https://www.itiltd.in/> & GeM website <https://gem.gov.in/>

1- Stages of Tenders-

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

2-Validity of Bid / offer-

Bid shall remain valid for 180 days

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

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

b) PBG: As indicated on GeM bid , Within 15 days of receipt of work order, the L-1 bidder should submit an interest free PBG of 3% of the contract value in the form of DD/Bank Guarantee along with work order acceptance. The PBG will be released within 30 days of successful completion of the contractual obligations

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

5 - Last date of Clarification: - The last date of seeking any clarification regarding bid as indicated on GeM portal.

- a. Terms of Price: FOR- ITI Limited Rae Bareli
- b. As per govt. norms, while making payment 2.5 Lacs & above, 2% GST TDS will be deducted
- c. As turnover of ITI is more than 10 Cr. every year, Bidder/Seller shall not claim any TCS from us.
- d. As per IT rule 194Q, ITI shall deduct IT TDS @0.1% for gross purchases over 50 Lacs from seller.
- e. The above enquiry is also available on the website www.itiltd.in for view purpose and for participation & submission on GeM website <https://gem.gov.in/> .

6- TERMINATION

- a. All suits shall be instituted in a court of competent jurisdiction at Raebareli and in case of arbitration, the Indian Arbitration Act, 1996 is applicable
- b. ITI Ltd, Raebareli without prejudice to any other remedy for breach of contract, by written notice of default, sent to bidder, terminate this contract in whole or in part, if bidder fails to deliver any or all of the goods within the time period, specified in the contract satisfactorily.
- c. ITI Ltd, Raebareli reserve the right to accept or reject any bid, and to annul the bidding process, at any time prior to award of contract without assigning any reason what so ever and without there by incurring any liability to the affected bidder or bidders. ITI Ltd, Raebareli also reserve the right to decrease the quantity to be procured against this tender.
- d. If bidder is MSME industry, latest certificate must be provided along with the quotation indicating the class i.e. Women/SC, ST etc.

7- Tender Processing, Opening & Evaluation:

- (a) Technical Bid will be opened online.
- (b) Price Bids of only those bidders found technically fulfilling the eligibility conditions and found technically acceptable shall be opened on line on a date to be intimated later.
- (c) Complete sets of NIT documents(List given at (d) below) in Original form duly signed using sign-in process and digital signature by the bidder on each page of the tender documents as a token of having acceptance its contents. Power of Attorney has to be provided in case, the tender documents are signed by an authorized representative.
- (d) List Of NIT documents/Check List:-
 - Bid Document.
 - Bid Security Declaration(Annexure-1)
 - GST registration.
 - Authorization letter from Photon kinetic, USA
 - Proof of Past relevant experience.
 - Integrity Pact
- (f) ITI reserves the right to reject any or all the tenders without assigning any reason thereof.
- (g) Tender in which any of the particulars and prescribed information is missing or are incomplete in any respect, are liable to be rejected.
- (h) Canvassing of any kind is strictly prohibited and the tender submitted by the bidder who resorts to canvassing is liable for rejection.
- (i) No part of the tender document shall be removed or altered and the whole set as mentioned thereof, must be submitted after being duly filled in and submitted using sign in process and digital signature. Failure to comply with these instructions may result in the rejection of the tender.
- (j) The Request for Quotation with its all enclosures and annexure shall form integral part of the contract / PO.

OTHER TERMS:

8. STATUTORY LEVIES:

- a. All applicable statutory levies like GST etc. should be separately indicated with the current rate applicable. Otherwise rate quoted will be deemed as inclusive of taxes / levies. Vague terms like “As applicable at the time of supply” should be avoided. Apart from statutory levies other charges like handling, P&F etc., will not be paid by us.
- b. In case of GST exempted delivery, authorization letter from the competent authority should be enclosed along with the quote.
- c. In case of statutory levies like GST, Surcharge etc., are modified the same has to be intimated to ITI immediately.

9. MODVAT RELIEF:

- a. We are eligible to avail the credit of GST paid on items procured for manufacturing Tele- communication equipment's under GST RELIEF scheme. Hence “Invoice Cum Gate Pass” in original for payment, and transporter copy duly marked and authenticated is to be produced along with the consignment. In case of your failing to adhere to this instruction, no GST will be reimbursed by us.
- b. Invoices should be in the prescribed form and have all particulars as per GST Rules and notifications as amended from time to time,
- c. Agents/Distributors, on whom an order is placed should also produce Invoice Cum Gate Pass as per the procedure laid down by GST Rules and notifications issued from time to time. They should get registered with GST authorities where GST is being passed on.

10. INSPECTION:

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

11. GENERAL:

- a. We reserve the right to accept or reject any or all offers and to order full or part quantities or cancellation thereof without assigning any reason whatsoever.
- b. Successful bidder only will be intimated by post through/letter/mail of intent/firm/GeM Portal for order.
- c. Canvassing by tenderers in any form including un-solicited letters against tender submission or post-tender corrections shall render their tenders liable for summary rejection.

12. DELIVERY SCHEDULE:

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

13. **Penalty clause** “In case of failure to attend complaint within 3 days, penalty @ 1% of the quarterly NCAMC value per week (Maximum 5% of quarterly NCAMC value) is to be levied.

14. **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 (herein after 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.

15. GOVERNING LAW:

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

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

ITI Limited Raebareli
Sultanpur Road , Raebareli -(U. P.)-229010

Annexure-I

RFP/GeM Tender Ref No: _____

Dated: _____

:

Bid Securing Declaration Form

<Letterhead of the bidder>

<Date>

To ITI LIMITED RAEBARELI,
SULTANPUR ROAD, RAEBARELI-229010

I/We. The undersigned, declare that:

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

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

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity or its extended period, if any; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Bank Guarantee, in accordance with the Instructions to Bidders.
- c) If the bidder is found indulging in any corrupt, fraudulent or other malpractice in respect of the bid; or
- d) If there is a discrepancy between words and figures quoted by the bidder and the bidder does not accept that the amount in words prevails over amount in figure.

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

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

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

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

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

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

Corporate Seal (where appropriate)

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

Annexure-II
PRE-CONTRACT INTEGRITY PACT

(To be executed on plain paper and submitted along with Technical Bid)

To be signed by the bidder and same signatory Competent/ Authorized to sign the relevant contract on behalf of the ITI Ltd).

Tender No.....

This Integrity Pact is made onday of2025

BETWEEN:

ITI Limited, Raebareli, UP – 229010 having its Registered & corporate office at ITI Bhavan, Dooravaninagar, Bangalore – 560016 India, and established under the Ministry of Communications & IT, 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 include its successors and assigns) ON THE ONE PART

AND:

M/s represented byChief Executive Officer (hereinafter called the bidder (s)/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, tender/contract for..... (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

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.

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 bidder(s)/contractor(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The bidder(s)/contractor(s) will not commit any offence under IPC/PC Act, further the bidder(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass 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

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.

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.

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.

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.

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.

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.

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) make 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 of contract 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 bidder(s)/contractor(s) for identical cases.

6.2 The bidder(s)/contractor(s) undertakes to get this Pact signed by its subcontractor(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 subcontractors/ sub-vendors / associates.

6.3 The Principal will disqualify from the tender process all bidder(s)/contractor(s) who do not sign this Integrity Pact or violate its provisions.

SECTION 7 – CRIMINAL CHARGES AGAINST VIOLATING BIDDER(S)/ CONTRACTORS

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 extent the parties comply with the obligations under this pact.

Details of IEM appointed by ITI are as under:

IEM - I ShriAtul Jindal, IFS (Retd.) 3/10 VisheshKhand Opp. Little Friend School Gomti Nagar, Lucknow-226010(UP)

IEM - II Shri Benny John, IRS (Retd.), Villa No. 36, Kent Plam Villas, Fort Valley Township, Athani, Kakkanad, Ernakulam, Kerala 682 030.

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

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.

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 extent law in force relating to any civil or criminal proceedings.

SECTION 11 – PACT DURATION

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.

If the bidder(s)/Contractor(s) are unsuccessful, the Pact will automatically become invalid after three months on evidence of failure on the part of the bidder (s)/Contractor(s).

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.

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

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

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

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

.....

.....

Name Designation.

Name Designation.

Witness:

- 1.
- 2.

- 1.
- 2.

ANNEXURE-III

UNDERTAKING FOR NON BLACKLISTING PROFORMA

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

To,

DGM(PPM, T & TSEC)

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 for Work order 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:

CHECK LIST

(Tender No/Bid No. _____ and due date: _____)

(Please ensure that following documents/details have been enclosed /accepted)

Sl. No.	Particulars	Status	Please tick (v)
1	Every page of tender documents duly signed, stamped and attached.		
2	Validity of offer 180 days from the tender opening date		
3	Quoted prices Shall be firm during the period of supply		
4	Following declarations on party letterhead enclosed in ATC " on GeM Portal a) We hereby certify that we have not been blacklisted by any Public Sector Undertaking/Public Department (Annexure-2). b) We have gone through the terms and conditions given in your above tender form, is accepted and agreed by us		
7	The delivery term shall be "FOR-ITI Raebareli " .		
9	ITI Raebareli reserves the right to reject any offer due to non-compliance with the above conditions and/or non-receipt of this form in duly filled condition .		
11	Bid Security Declaration format as attached accepted and Signed by Party (Annexure-1).		
12	Vender to undertake declaration on the letter head about supply of material/supply of work uninterrupted as per ITI's monthly/ quarterly delivery schedule Enclosed		
13.	MSME Registration/MII declaration of local content (i) If the firm is registered as Micro/Small/Medium Enterprises as per MSMED Act, 2006, the same may be confirmed by the renderer and submit a photocopy (Self certified) of the registration certificate in support thereof. Otherwise it will be construed that the firm is not registered as per MSMED Act, 2006. (ii) if party is Class-1 & Class-2 supplier, party have to submit local content declaration as per order ref. no. P-45021/2/2017-B.E.-II dtd. 15-June-2017 of Ministry of commerce and Industry or latest amendment if any.		
14	Authorization letter from Photon Kinetic, USA		

The desired documents must be uploaded on **GeM Portal** in column of **"ATC "**.

Signature with SEAL