



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2023/B/3037918
Dated/दिनांक : 25-01-2023

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	04-02-2023 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	04-02-2023 17:30:00
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
Item Category/मद केटेगरी	Manpower Outsourcing Services - Minimum wage - Unskilled; Others; Mazdoor/Labour , Manpower Outsourcing Services - Minimum wage - Skilled; Others; Driver - HMV
Contract Period	6 Month(s) 11 Day(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	20 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required	Yes
MSE Exemption for Years of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover	No
Startup Exemption for Years of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC) *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
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No

Bid Details/बिड विवरण

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
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	248435

ePBG Detail/ईपीबीजी विवरण

Required	No
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(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 केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(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 :

DGM(PPM,P&LC)
RAEBARELI, Department of Telecommunications (DOT), ITI Limited, Ministry of Communications
(Pankaj Sinha)

Splitting/विभाजन

Bid splitting not applied.

MII Compliance

MII Compliance	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in

the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

4. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

5. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

Additional Qualification/Data Required

Scope of work & Job description: [1674645980.pdf](#)

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act: [1674645987.pdf](#)

Manpower Outsourcing Services - Minimum Wage - Unskilled; Others; Mazdoor/Labour (108)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Skill Category	Unskilled
Type of Function	Others
List of Profiles	Mazdoor/Labour
Educational Qualification	Not Required
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
Addon(s)	

Specification	Values
Additional Details	
Title for Optional Allowances 2	0
Designation	
Title for Optional Allowances 1	0
Title for Optional Allowances 3	0

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement
1	Kishor Kumar	229010,ITI LTD, Sultanpur Road, Raebareli	108	<ul style="list-style-type: none"> • Bonus (INR per day) : 0 • EDLI (INR per day) : 2.39 • EPF Admin Charge (INR per day) : 2.385 • Minimum daily wage (INR) exclusive of GST : 477 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • ESI (INR per day) : 15.503 • Number of working days in a month : 26 • Provident Fund (INR per day) : 57.24 • Tenure/ Duration of Employment (in months) : 6

Manpower Outsourcing Services - Minimum Wage - Skilled; Others; Driver - HMV (7)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Skill Category	Skilled
Type of Function	Others
List of Profiles	Driver - HMV
Educational Qualification	Not Required
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
Addon(s)	
Additional Details	
Designation	
Title for Optional Allowances 3	0
Title for Optional Allowances 1	0
Title for Optional Allowances 2	0

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement
1	Kishor Kumar	229010,ITI LTD, Sultanpur Road, Raebareli	7	<ul style="list-style-type: none"> • EDLI (INR per day) : 3.36 • Bonus (INR per day) : 0 • EPF Admin Charge (INR per day) : 3.36 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Minimum daily wage (INR) exclusive of GST : 671 • Number of working days in a month : 26 • Provident Fund (INR per day) : 80.52 • ESI (INR per day) : 21.8 • Tenure/ Duration of Employment (in months) : 6

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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.
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.

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.

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 कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---



BID DOCUMENT

Service Contract for

supply of man power as per requirement mentioned in the bid document.

TENDER No- RB/ITI/Project&LC/F009 **or AS per GeM DATED** 25/01/2023
DUE DATE: 10 days from publishing enquiry

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

Visit us at <https://www.italtd.in/>



ITI LIMITED

(A GOVT. OF INDIA UNDER TAKING)

SULTANPUR ROAD , RAE BARELI -229010 (UP) INDIA

Tel.: 0535 -2287608 , 0535-2287056 FAX: 0535-2702106,

TENDER ENQUIRY NO.: **RB/ITI/Project&LC/F009 or As per GeM**
(Please quote this in all correspondence)

ENQUIRY DATE: **25/01/2023**
DUE DATE: **10 Days from**
tender published date

ON BEHALF OF ITI LIMITED, RAEBARELI, TENDERS ARE INVITED FROM THE ELIGIBLE BIDDER AS PER BID DOCUMENT'S SPECIAL NOTES, TERMS & CONDITIONS AND WORK DESCRIPTION, QTY & DELIVERY SCHEDULE AS GIVEN BELOW:

Please quote your most competitive rates and best delivery terms for the following requirement with terms & conditions :-

Sr. No.	Type of Resource to be hired	Description	Number of Resource to be hired	Period of Contract (Days)
1.	Helper/Workers (Unskilled)	<p><u>Unskilled Man Power</u></p> <p>A. All type of material handling of OFC Manufacturing Shop, Movement of appropriate raw material from store to each production line.</p> <p>B. Loading & Unloading of appropriate raw materials viz PBTP with mixing of colour master batch, Filling & Flooding Compound, HDPE etc. to the machine of each production line.</p> <p>C. General work related to smooth manufacturing & testing of OFC.</p> <p>D. General Cleaning of shops, Final Product storage area, UPS room, compressors, offices, utility areas & other areas of OFC manufacturing, All Machine cleaning for smooth production of OFC at OFC Manufacturing Shop.</p> <p>E. Removal/ Shifting of process Scraps viz. Fiber Cartoon Box, colouring Bottle, ribbon Matrix Drum, Jelly Drum, Yarn & Tape Bobbin, Empty Bag of PBTP, Colour Master Batch, HDPE etc. from OFC Manufacturing Shop to Scrap Yard in General shift.</p> <p>F. Movement of appropriate raw material (natural fibre) for testing and production line.</p> <p>G. Unpacking & packing of Natural fibre in lab for testing and movement of pallet and boxes.</p> <p>H. Movement of Optical Fibre testing lab at each production line, Mechanical Lab and vice-versa for testing purpose.</p> <p>I. General work related to smooth testing and</p>	108	156

		<p>manufacturing.</p> <p>J. Cable drums movement and cable preparing (Cutting, Slitting, stripping & etc).</p> <p>K. General Cleaning of Testing Lab, Mechanical Lab and W.P.T area.</p> <p>L. Movement of wooden cable drums Testing Lab, Mechanical Lab and vice-versa for testing purpose.</p> <p>M. Arrangement of wooden cable drums and shifting. Attendance sheet, latter and Different types of file work movement to C.T.O, others department for official purpose.</p>		
2.	FLT Drivers	<p>Skilled Man Power</p> <p>A. Movement of finished product from each production line to Optical Fibre testing lab, Mechanical Lab and vice- versa for testing purpose through FLT.</p> <p>B. Removal and Shifting of finished product from Pay-OFF to Take-OFF and vice-versa, Removal /Shifting of scrap, shifting of final product from Shop storage area to Custody Store including Shipping Department through FLT</p> <p>C. Any office work and management of files record etc</p>	7	156

Special Note:

1. In case of any dispute only Rae Bareli court will have jurisdiction to try the suit if any.
2. The above enquiry is available in our website <https://www.itild.in/> & GeM website <https://gem.gov.in/>
3. Payment Cycle: Monthly.

(I) TERMS AND CONDITIONS

1. SUBMISSION OF TENDERS:

- (A)** This is only an enquiry to quote and not an order. This tender enquiry is not transferable.
(B) Tenders must be submitted on GEM website <https://gem.gov.in/>

2. OPENING OF TENDERS :

Tenders against enquiries will be opened by Tender Opening Committee on THE DUE DATE OF THE TENDER itself / the next working day.

3. Submit your quote well in advance of due date to avoid any technical delay.
4. **Penalty Clause:** It will be applicable @ 1.0% per week subject to max. 10% of work order value.
5. Bidder may visit the site and assess the scope of work & the site condition before quoting the rates. No claim on account of lack of knowledge will be entertained later on.
6. All materials required for work will be provided by the ITI Ltd, Raebareli.
7. FLT, Trolleys and LMV will be provided by the ITI Limited, Raebareli free of cost as and when required.
8. The Bidder/s, Who are blacklisted, banned or debarred from participation in any PSU/Central Govt./State Govt./Autonomous bodies shall not be eligible to participate.
9. Bidder shall clearly mention all govt duties/taxes/GST. If any discrepancy/missing found, Quoted price shall be treated as all inclusive.
10. Compliance of Minimum wage, PF, ESI, ELDI and other benefits to the employees as per government laws at your end.
11. After opening of bid, no clarification shall be considered regarding commercial offer. It will be treated as post tender negotiation. If any discrepancy/missing found in any bid/s, Such bid/s shall not be entertained.
12. If the bidder(s), during tender process or thereafter has committed a transgression in violation, in any form such as to put his reliability or credibility in question the ITI LIMITED is entitled to disqualify bidder from the tender process. In

such cases the severity will be determined by ITI Limited, Raebareli taking in to consideration full facts and circumstances and Bidder(s) may be blacklisted for future tender/contract award process after forfeited EMD.

13. If any wrong statements/misleading/fraud practices found at any stage of tender or thereafter at any stage, Bidder's EMD may be forfeited. However further penalty/legal action or both may be initiated.
14. **Bidder shall submit undertaking regarding non blacklisting/debarment to participate in any Central/State Govt/PSUs/Autonomous bodies's tenders on their letter head as per Annexure-2.**
15. The bidders shall have adequate experience of minimum value worth Rs. 10 Lac in a financial year (Copy of same shall be provided).
16. The eligible Bidder/s shall have minimum 02 years experience in handling Similar/ Material Handling/Job work, Copies of audited balance sheet and profit and loss account for the last two financial years i.e. FY 2020- 21 & 2021-22 shall be provided. In case audited accounts are not ready Copy of Certificate from the Chartered Accountant regarding turn over for the period of three years duly self attested in lieu of balance sheet shall be provided.
17. Extra GST will be applicable on actual. Copy of GST Registration certificate shall be provided.
18. ***Bidder shall strictly use necessary personal protective equipments like safety shoes, hand gloves, etc so as to work safely. ITI ltd, will not bear any responsibility for any accident during execution of work.***
19. The Bidder shall have to carry out the job in all 03(three) shifts (i.e. A (06:30 AM to 02:30 PM), B (02:30 PM to 10:30PM) & C (10:30PM to 06:30AM)) for assigned works & WHEN REQUIRED".
20. Bidder should be registered with PF, ESI, ELDI and other benefits as per govt. Laws (Copy of Registration certificates as a proof shall be provided),
21. The site where the work is to be carried out is situated in ITI Ltd Raebareli.
22. ITI Ltd. has no responsibility towards any losses suffered by Bidder.
23. The Bidder shall have to bear the responsibility of good conduct of his staff.
24. During the execution of the work if the site gets spoiled the bidder shall have to make up / repair the same.
25. ITI Ltd will have no liability to allocate any storage facilities for accommodating staff / items of the contractor.
26. The Bidder shall have to observe all the security by laws. This should equally apply to worker.
27. Bidder shall be strictly maintain the minimum wages, ESI, ELDI and PF as per Govt. Laws for workers deputed at site.

28. **Technical Bid :**

- a. **EMD Rs. 2,37,480.00 or as per GeM portal** will be deposited with Technical bid by the Bidder in favour of **M/S ITI Ltd, Raebareli**. Tender/s submitted without EMD shall not be considered during further evaluation.
- b. Party should have minimum 2 years experience in the field of Man power supply or **similar works**. The proof of experience should be provided with technical bid.
- c. Copy of adequate experience of minimum value worth Rs. 20 Lac in a financial year
- d. Copies of audited balance sheet and profit and loss account for the last three financial **years i.e. FY 2020-21, 2021-22** shall be provided. In case audited accounts are not ready Copy of Certificate from the Chartered Accountant regarding turn over for the period of three years duly self attested in lieu of balance sheet shall be provided.
- e. Copy of GST Registration certificate.
- f. Copy of PF Registration certificate.
- g. Copy of Labor registration and ESI etc.
- h. Undertaking regarding non-blacklisting/debarment to participate in any Central/State Govt/PSUs/Autonomous bodies's tenders on their letter head as per Annexure-02.
- i. **Signed & Stamped copy of Integrity Pact as per Annexure – 03 shall be submitted by the Party along with Technical bid. However successful bidder will have submitted the same on Rs. 100.00 Non-Judicial Stamp paper.**
- j. **Signed /Complied copy Annexure-04 with document requested as in same sequence from serial no. 1 to 10.**

29. **Bid PRICES :**

- a. ITI is planning to have long term tie up with limited vendors, who can keep up good quality, prompt delivery and lowest cost. Hence, you may quote in such a way that a long term relationship is possible.
- b. Any counter terms and conditions are not binding on us unless we agree to the same in writing.
- c. In case of an order on you, the ordered rate should be firm till the completion of the order.

30. **STATUTORY LEVIES :**

All applicable statutory levies like GST etc., should be separately indicated with the current rate applicable. Otherwise rate quoted will be deemed as inclusive of taxes / levies. Vague terms like "As applicable at the time of supply" should be avoided. Apart from our share of statutory levies other charges, will not be paid by us.

31. TERMS OF PAYMENTS:

- a. 100% payment shall be made after successful completion of work through NEFT/RTGS monthly basis. However, running payment may be accepted on pro-rata completion of work, if desired.
- b. If desired, running payment shall be release after receiving request letter mentioning completed job and work value.

32. GENERAL TERMS:

- 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. Canvassing by tenderers in any form including un-solicited letters against tenders submitted or post-tender corrections shall render their tenders liable for summary rejection.
- c. The detailed General Terms and Conditions for submission of Tender. Point to point compliance of detailed General Terms & Conditions for submission of tender is must. Otherwise, it will be presumed that the same are acceptable to the bidder.
- d. All above required documents along with DD for EMD/e-PBG shall be part of Technical Bid.
- e. The contractor shall have to carry out the job during A/B/C Shift for item/work and when required..
- f. **Completion Period:** 200 Days from the date of receipt of the work order to the Bidder.

33. LOCAL REPRESENTATION:

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

34. GOVERNING LAW :

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.

For :
DGM(PPM,P&LC)
ITI Limited, Raebareli

ANNEXURE-02

UNDERTAKING FOR NON BLACKLISTING PROFORMA

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

To,

DGM(PPM,P&LC)

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

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

Sincerely,

(Bidder Name)

Name:

Title:

Signature

(Bidder Stamp/Seal)

Place:

Date:

ANNEXURE-03

INTEGRITY PACT

WORK ORDER No.

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

BETWEEN:

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

AND:

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

Preamble

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

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

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

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

SECTION 1 – COMMITMENTS OF THE PRINCIPAL

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

SECTION 2 – COMMITMENTS OF THE BIDDER/ CONTRACTOR

- 2.1 The Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the tender process and during the execution of the contract.
 - a. The contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

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

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

SECTION 4 – PREVIOUS TRANSGRESSION

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

SECTION 5 – COMPENSATION FOR DAMAGE

- 5.1 If the Principal has disqualified the Bidder(s)/Contractor(s) from the tender process prior to the award according to Section 3 the Principal is entitled to forfeit the Earnest Money Deposit/Bid Security/ or demand and recover the damages equivalent 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 liquidated and all damages as per the provisions of the contract agreement against termination.

SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS

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

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

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

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

- 8.1 The Principal appoints competent and credible Independent External Monitor(s) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- 8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.
- 8.3 The Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents Contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.
- 8.5 The Monitor will submit a written report to the Chairman & Managing Director of the Principal within a reasonable time from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.6 If the Monitor has reported to the Chairman & Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director of the Principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 8.7 The word '**Monitor**' would include both singular and plural.
- 8.8 Details of the Independent External Monitor appointed by the Principal at present is furnished below: -

ShriJaveed Ahmad, IPS (retd.)
M-1101, Shalimar Gallant Apartment
VigyanpuriMahanagar
LUCKNOW – 226 006

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

SECTION 9 – FACILITATION OF INVESTIGATION

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

SECTION 10 – LAW AND JURISDICTION

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

SECTION 11 – PACT DURATION

- 11.1 This Pact begins when both the parties have legally signed it. It expires after 12 months on completion of the warranty/guarantee period of the project / work awarded, to the fullest satisfaction of the Principal.
- 11.2 If the Contractor(s) is unsuccessful, the Pact will automatically become invalid after three months on evidence of failure on the part of the Contractor(s).

11.3 If any claim is lodged/made during the validity of the Pact, the same shall be binding and continue to be valid despite the lapse of the Pact unless it is discharged/determined by the Chairman and Managing Director of the Principal.

SECTION 12 – OTHER PROVISIONS

12.1 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate Office of the Principal at Bengaluru.

12.2 Changes and supplements as well as termination notices need to be made in writing by both the parties. Side agreements have not been made.

12.3 If the Contractor(s) or a partnership, the pact must be signed by all consortium members and partners.

12.4 Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

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

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

For PRINCIPAL

For CONTRACTOR(S)

.....
(Name & Designation)

.....
(Name & Designation)

Witness

Witness

1)

1).....

2)

2).....

Annexure-04

Documents must be provided as per below table and should be provided in same sequence under documents " Requested in ATC " on GeM Portal .

Sr No.	Document Required	Document No. and Details as attached
1.	Copy of GST Registration Certificate	
2.	P.F. Registration No. of the firm / company to be indicated along with Documentary proof thereof.	
3.	ESI Registration No. issued by ESI Authorities along with documentary proof thereof.	
4.	MSME Registration If the firm is registered as Micro/Small/Medium Enterprises as per MSMED Act, 2006, the same may be confirmed by the tenderer 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.	
5.	EMD/ePBG details and documentary proof if any	
6.	Undertaking regarding non-blacklisting/debarment to participate in any Central/State Govt/PSUs/Autonomous bodies tenders on your letter head as per Annexure-02	
7.	Signed & Stamped copy of Integrity Pact as per Annexure – 03 shall be submitted by the Party along with Technical bid.	
8.	Documentary proof of minimum 20 Lac turn over. Copies of audited balance sheet and profit & loss account for the last three financial years i.e. FY 2020-21, 2021-22 shall be provided. In case audited accounts are not ready Copy of Certificate from the Chartered Accountant regarding turn over for the period of three years duly self attested in lieu of balance sheet shall be provided.	
9.	Minimum 2 years experience in the field of Man power supply or similar works . The proof of experience should be provided with technical bid	
10.	Signed /Complied copy Annexure-04 with documents as requested in same sequence from serial no. 1 to 10.	

Note:

- 1- Please attach separate sheets for the details, wherever necessary.
- 2- Documents must be provided as **per above table** and should be provided in **same sequence**, these document must be uploaded in the column of document "**Requested in ATC**" on **GeM Portal**.
- 3- If documents are not as per Annexure-04 and point no. 10 of the table bid may be rejected.

Signature of the Contractor/ Tenderer with SEAL