



**ITI LIMITED**  
**BENGALURU PLANT**  
**DOORAVANINAGAR**  
**BENGALURU-560016**  
**KARNATAKA**

**Providing Canteen Services at  
Bangalore Plant, Corporate Office,  
Guest House, Hospital and NSU**

**ITI Limited, Bangalore-560016**

**Tender Reference:**  
**ITI/BGP/HR/CANTEEN/OUTSOURCE**  
**/2021-22/ 01**  
**Dated: 01.09.2021**

**REQUEST FOR PROPOSAL**

**ITI LIMITED**

**INVITATION OF BIDS FOR CANTEEN  
SERVICES FOR ITI LIMITED**

**IMPORTANT INFORMATION**

e-Tender for outsourcing of the Canteen Services at Bangalore Plant, Corporate Office, Guest House, Hospital and NSU of ITI Limited, Bengaluru for ordering and maintaining necessary food service supplies, preparing & selling food to Officials in ITI Limited, Bengaluru and patients at ITI Hospital, Bengaluru - reg.

**IMPORTANT INFORMATION**

Sl.No	Items	Description
1	Scope of work	Providing Canteen Services at Bangalore Plant, Corporate Office, Guest House, Hospital and NSU of ITI Limited, Bengaluru
2	Tender Reference	ITI/BGP/HR/CANTEEN/OUTSOURCE/2021-22/01 Dated: 02.09.2021
3	Cost of bid documents	Rs.500/- Payable in the form of DD drawn in favour of "ITI Limited, Bangalore"
4	Date of uploading of Tender Document on website/ Portal	02 SEPTEMBER, 2021
5	Date of pre-bid meeting	13, SEPTEMBER, 2021 @1030HRS 1 <sup>ST</sup> FLOOR, ITI BENGALURU PLANT
6	Last Date & Time for upload/ submission of bid	21 <sup>ST</sup> SEPTEMBER, 2021 @1400 HRS
7.	Date of opening of technical bid	22 <sup>ND</sup> SEPTEMBER, 2021 @1100HRS
8	Date of opening of financial bid	Will be communicated to successful bidders

9.	Bid Security (Earnest Money Deposit)	Rs. 64,000/- (Rupees Sixty Four Thousand only) accepted in the form of Account Payee Demand Draft / Bankers Cheque/ Bank Guarantee from any of the Nationalised Banks in favour of ITI Limited, payable at Bengaluru. Bid Security should be valid for a period of 45 days beyond the final bid validity period.
10	Performance Security Deposit	Rs. 1,50,000 (Rupees One Lakh Fifty Thousand only) accepted in the form of Account Payee Demand Draft / Bankers Cheque or Bank Guarantee from any of the Nationalised Banks in favour of ITI Limited, Bengaluru. Performance Security should remain valid for a period of 90 days after the date of completion of the period of contract
11.	<p><b>FORMING PART OF BID DOCUMENT</b></p> <p>I Bidders/firms who fulfil the requirements as mentioned in this tender document shall be eligible to apply.</p> <p>II. The bid can only be considered for evaluation after deposition of original EMD in ITI Limited, Bengaluru. In case of non-receipt of EMD bid will be rejected.</p> <p>III. On tender opening date, the bidders can login and see the bid opening process.</p> <p>IV. Bidder can upload documents in the form of PDF format only</p>	
	<p>V. Bidder must ensure to quote rate of each item in BOQ.</p> <p>VI. If any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "o" (ZERO).</p> <p>VII. The eligibility documents shall be opened first for technical bid on due date and time as mentioned above. Financial bid (BOQ) of Bidders/firms who qualified in technical evaluation will be opened on a later date.</p>	

12.	<p><b>LIST OF <u>MANDATORY</u> DOCUMENTS TO BE SCANNED AND UPLOADED WITHIN THE PERIOD OF BID SUBMISSION: -</b></p> <ol style="list-style-type: none"> <li>1 Copy of Account Payee Demand Draft / Bankers Cheque, Fixed Deposit or Bank Guarantee from any of the Nationalised Banks or copy of relevant documents for exemption will be granted as per extant rules/instructions of GOI.</li> <li>2 Copy of receipt for deposition of original EMD / Cost of the tender document or copy of relevant documents for exemption.</li> <li>3 Duly filled Technical Bid Proforma</li> <li>4 Income Tax Assessment Completion Certificates for last three financial years duly certified by a Chartered Accountant/ Statutory Auditor.</li> <li>5 Copy of PAN card</li> <li>6 Certificate of Registration for GST</li> <li>7 Certificate of EPF/ESI Registration Nos.</li> <li>8 Certificate of Food Safety Reg. No. (FSSAI)</li> <li>9 Certificate of SQF Certificate</li> <li>10 Copy of work orders present and past Cafeteria contracts with their contact details</li> <li>11 Performance certificates from Past and Present clients in last 7 years</li> <li>12 Certificates from your Statutory Auditor regarding Average volume Sales/Turnover of cafeteria/catering/canteen business done not being less than 01 crore per annum during each of the last 5 financial years.</li> </ol>	
13.	Place of opening of bids	<b>ITI Limited, Bengaluru Plant</b>
14.	Address for communication	<b>Addl. General Manager-HR,</b> Bangalore Plant, ITI Limited Bangalore-560016
15	Bank Details	Name : M/s ITI Limited Account No: 36429021133 IFSC Code: SBIN0001438 MICR Code: 560002016 Address: ITI Township, Doorvani Nagar PO, Bangalore-16

**Note: In the case of non-submission of the Mandatory documents, the Bid would be rejected.**

## Notice Inviting Tender

Subject: e-Tender for outsourcing of the Canteen Service at Bangalore Plant, Corporate Office, Hospital, Guest House and NSU of ITI Limited, Bengaluru for ordering and maintaining necessary food service supplies, preparing & selling food to Officials.

e-Tenders are invited for providing Canteen Services at Bangalore Plant, Corporate Office, Hospital, Guest House and NSU of ITI Limited, Bengaluru for ordering and maintaining necessary food service supplies, preparing & selling food to Officials for a period of one year or till satisfactory performance whichever is earlier. The performance will be reviewed on regular basis. The contract is extendable subject to satisfactory performance or terminated prematurely in case of non-performance. The detailed eligibility criteria, terms and conditions of the contract are given in Annexure I. The rates are to be quoted as prescribed in BOQ.

### **Brief about Intender**

ITI Limited, the first CPSU of the Independent India is a manufacturer of Telecom equipment and is providing various Telecom and IT goods and services to its users. ITI has diversified into new areas of providing end to end, infra services and turnkey solutions in the domain of IT, Telecom, IoT and Smart city for various Government / Private users. There are many ongoing OFC infra projects, Inter City /Intra City at hand, offering complete solution for integration of telecom network to name a few Army Static Switched Communication Network (ASCON) phase 4 for Army, Defence Communication Network (DCN), Network For Spectrum (NFS) for BSNL, and many such projects are under progress. ITIL already has done many such project as Master System Integration (MSI) for Government Departments and their subsidiaries. ITIL has an experience and track record to execute such projects with highest degree of efficiency and skill and earned good name to execute projects within given time lines.

### **Purpose of Tender:**

The ITI complex is divided into four canteens located at ITI Corporate HQ, Bengaluru Plant, Hospital, Guest House and NSU The officials located in these places avail the canteen facility at their respective locations and stipulated timings. Predominantly the preparation of food is in the Canteen

Kitchen located at ITI Bengaluru Plant. Food prepared in the kitchen is then distributed to the other canteens. Presently the Canteen is run solely by the company. The Canteen provides breakfast, lunch, dinner, diet food to patients and tea services to all and in all shifts. The company now intends to outsource this activity

The address and contact numbers for seeking clarifications regarding this RF is given below:

- (a) Bids/queries to be addressed to: **Addl. General Manager-HR,**  
Bangalore Plant, ITI Limited
- (b) Postal address: **Addl. General Manager-HR,**  
Bangalore Plant, ITI Limited  
Bangalore-560016
- (c) Name/designation of the contact person: **Addl. General Manager-HR,**  
Bangalore Plant, ITI Limited
- (d) Telephonenumbers of the contact person : 080-25657990
- (e) FaxNo : NA
- (f) Email ID of Contact person: [sajanabraham\\_bgp@itiltd.co.in](mailto:sajanabraham_bgp@itiltd.co.in)

2. Complete tender documents can be downloaded from the <https://www.tenderwizard.com/itilimited> or from the Website of the company (www.itiltd.in). Information on issuance of corrigendum, if any, related to this tender will also be available on tenderwizard.com portal and also in the website of this Company.

3. NIT of e-Tender shall be two stages, one is Technical Bid (Documents) and another is Financial Bid (BOQ). Bids shall be accepted only in online mode through Tenderwizard Portal. The eligibility documents shall be opened first for evaluation of technical bid on due date and time as mentioned above. Only Financial bid (BOQ) of Bidders/firms shall be eligible to open who are qualified in technical bids as per requirement. The last date of upload/submission of Documents is 21<sup>ST</sup> SEPTEMBER, 2021 till 1400 HRS.

4. Bid Security/Earnest Money Deposit (EMD) of Rs. 64,000/- (Rupees Sixty Four Thousand only) has to be submitted along with Technical Bid in the form of Account Payee Demand Draft / Bankers Cheque, Fixed Deposit or Bank Guarantee from any of the Commercial Banks in favour of ITI Limited, Bengaluru. Bid Security should be valid for a period of 45 days beyond the final bid validity period. In case EMD is submitted late or not submitted at all, the bid will be considered unresponsive and incomplete and will be instantly rejected. Exemption will be granted as per extant rules/instructions of GOI on production/submission of relevant documents.

5. Bid Securities (EMD) of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract.

6. ITI Limited reserves the right to cancel any / all the bid(s) tender at any time / stage or relax /amend/ withdraw any of the terms and conditions contained in the Tender Documents without assigning any reason thereof. Any enquiry, after submission of the bid by the firm, shall not be entertained. In case of withdrawal of bid by the successful firm, the EMD will stand forfeited.

Receipt of deposition of original EMD  
(Receipt No..... Date.....)

1. Name of work: e-Tender for outsourcing of the Canteen Service at Bangalore Plant, Corporate Office, Hospital, Guest House and NSU of ITI Limited, Bengaluru for ordering and maintaining necessary food service supplies, preparing & selling food to Officials
2. NIT No.: **ITI/BGP/HR/CANTEEN/OUTSOURCE/2021-2022/ 01**  
**Dated: 24.08.2021**
3. Amount of Earnest Money Deposit: Rs. 64,000/- (Rupees Sixty Four Thousand only)
4. Amount towards cost of the tender document: Rs.500/- (Rupees Five Hundred only)
5. Last date of submission of bid: up to 21<sup>ST</sup> SEPTEMBER, 2021 till 1400 HRS.

(To be filled by EMD receiving Official)

1. Name of Contractor .....
2. Details of EMD:- .....
3. Amount of Earnest Money :.....
4. Date of Submission of EMD  
:-.....
5. Details of Cost of Tender:.....
6. Amount Cost of Tender:.....

Signature, Name and Designation of EMD& Cost of Tender  
Receiving officer alongwith stamp



## **ELIGIBILITY TERMS & CONDITIONS EVALUATION OF BID**

### **A. 1 Eligibility Conditions**

Following bidders/firms will be eligible to submit the bid.

- i. The bidder must be presently operating a canteen/ cafeteria in at least one other Central Government Ministries/ Departments/ PSUs/ Organizations/ Bhawans or establishment of Centre or State govt. located in Bengaluru.
- ii. The average turnover from the business of operating a cafeteria should not be less than 1 crore/annum during the last 5 years.
- iii. The bidder must have successfully operated at least 2 canteens/ cafeteria in different Central or State Government Establishments Ministries/ Departments/ PSUs/ Companies in Bengaluru during the last 5 years.

### **A.2 General Terms and Conditions**

- 1 ITI Limited reserves the right to obtain feedback from the previous/present clients of the Tenderer and also depute its team(s) to inspect the site(s) at present contract(s) for on-the-spot first-hand information regarding the quality of food and services provided by the Tenderer. Decision of ITI Limited with regard to award of the contract will depend upon the feedback received from the previous and present clients and also from its team(s) deputed for the purpose. The decision of the ITI Limited in this regard will be final and binding on all bidders.
- 2 Person signing the bid or other documents connected with tender must be authorised to sign and letter of authorisation should be enclosed in the bid. The signatory should clearly write his/her name and also specify the capacity in which signing. The tender document must be filled in neatly and clearly. Incomplete or conditional tenders will not be entertained.
- 3 The rates must be written in figures clearly. Erasing and overwriting in the rates quoted will make the tender void. All alteration in the rates should be signed in ink otherwise the quotation/tender will not be considered.
- 4 ITI Limited reserves the right to reject any or all the tenders without assigning any reason thereof.
- 5 The firms should be ISO 22000:2005 certified and/or possess SQF Certificate for quality of its products.

- 6 The firm will have to enter into an agreement with ITI Limited before taking charge of the Canteen and commencement of the canteen services.
- 7 The firm will ensure that raw material used for cooking are of very good quality, safe for human consumption and conform to the standard laid down by the Government of India in this regard from time to time. In the event of any food poisoning/contamination, the firm will be held fully responsible and liable to other penal actions under the law. The firm will ensure proper sanitation/hygienic conditions in the premises and deploy person free from infectious diseases and in medically fit condition. Regular medical inspection will be undertaken at the ITI Hospital.
- 8 The firm shall be responsible for compliance of the labour laws in respect of personnel employed by them. The firm shall be the employer for his workers and the ITI Limited will not be held responsible fully or partially for any dispute that may arise between the firm and his workers.
- 9 The ITI Limited will provide accommodation free of cost for running the canteen. The water and electricity will be charged. The contractor will bear the damage, if any, to the facility, site by him or his workers.
- 10 All electricity for running of the cafeteria including air conditioners, lights, appliances, fridges, etc will be borne by the contractor on actual consumption as per the sub-meter provided for the purpose.
- 11 The contractor shall be responsible to pay gas consumption and water, electricity charges in the kitchen/ cafeteria.
- 12 The agreement/contract has to be signed within 7 days of receipt of letter of intent from ITI Limited. As the project is time bound, there will be 0.5% deduction of EMD for every day of delay after initialization of time schedule. Bid Security (EMD) will be refunded to the successful bidder on receipt of Performance Security. Bid Security of Unsuccessful bidders will be returned after the signing of agreement with L1 bidder.
- 12 The firm would be responsible for verifying antecedent of the persons deployed by them and a certificate to this effect shall be provided by them to ITI LIMITED in respect of each staff member. Police verification of the staff would be preferred.
- 13 The Contractor shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work
- 14 The workers of the cafeteria will vacate the premises of the building every day after the work is over and they will not be allowed to sleep in the office or cafeteria premises or otherwise utilize it in any other way after the working hours, unless their services are required to meet any exigencies.

- 15 The eatables will be served in neat and clean utensils and the Cafeteria staff must be in proper uniform at all times.
- 16 Cost of food & beverages must be competitive and reasonable. There shall be a complete ban on use of single use plastic in all operations of cafeteria.
- 17 The firm may also supply those food/eatable items which are not under the contract in case of demand. The cost of such food/items should not be more than MRP rates.
- 18 The approved price of the eatables should be prominently displayed at the counter/Notice Board in Canteen.
- 19 Cleaning of canteen shall be done by the firm. The garbage of the canteen shall also be disposed of by the firm on daily basis. The firm shall ensure cleanliness of the canteen all the time.
- 20 The firm shall be responsible for all damages or losses of ITI Limited 's property and will be liable to make good any such loss or damage excepting those due to reasonable use or wear and tear or such as caused by natural calamity.
- 21 It shall be the sole responsibility of the firm to obtain and keep ready necessary license/permissions from various government bodies and/or BBMP for running catering services and produce the same before the concerned authority as and when asked for. An undertaking to this effect has to be given by the firm.
- 22 Liability/responsibility in case of any accident causing injury/death to canteen worker or any of their staff shall be of the firm. ITI LIMITED shall not be responsible by any means in such cases. The firm is required to adhere to all safety norms at all times.
- 23 The caterer is required to maintain the details of all his employees/workers and a list of such employees along with their details should be provided to the Department in the prescribe proforma. Only those employees of the Firm will be allowed to be engaged whose police verification has been completed The firm will be responsible for payment of wages/salaries and social security dues of all such employees. A quarterly certificate to this effect shall be submitted by the firm certifying all such dues such as PF, ESI, etc have been paid for their employees
- 24 Timings: The Cafeteria shall operate from 7 AM to 10 PM on working days and from 7 AM to 8 PM on holidays/Saturday/Sunday. In the Hospital and Guest House it is required to be operational 24X7. Timings may vary.
- 25 Food items which are usually demanded / consumed as snacks (such as Samosa, Patties, Sandwich, Pakoda, Breadroll, Dhokla, Poha etc.) also be made available on payment basis in the canteen throughout the day. Any special demand or requirement for meeting of officers received from authorised personnel should also be met and billed.

- 26 The firm would be required to use only ISI/Agmark/Food grade products and as per FSSAI norms.
- 27 The firm shall not use the canteen premises for any other activity except for the purpose for which it has been provided for.
- 28 The firm shall ensure that all the canteen employees, during their working hours, wear neat and tidy uniform and use hygienic gloves supplied by the firm. No canteen employee shall be allowed to perform his duty without proper uniform/attire.
- 29 The firm shall not stock any inflammable or otherwise dangerous material, goods, narcotics or drugs in any part of the allotted space which are fire and health hazard to the property.
- 30 The firm will have to supply breakfast/lunch/dinner in the canteen of ITI LIMITED premises i.e. Bangalore Plant, ITI Hospital, Corporate Office, NSU and Guest House as per requirement and schedule drawn for the purpose by the authorities concerned of ITI LIMITED, present schedule is at Annexure II. The firm shall engage sufficient bearers to supply the items to the rooms of officers/staff and also serve the food items during the official meetings/ Guest house, etc.
- 31 The firm will deploy adequate manpower for work during late hours and on Saturdays/Sundays including other holidays, according to the requirement of ITI LIMITED.
- 32 The firm shall be personally responsible for conduct and behaviour of its staff. If it is found that the conduct or performance of any person employed by the firm is unsatisfactory, the firm shall have to remove the concerned person concerned and engage a new person within 48 hours of intimation by ITI LIMITED. The decision of ITI LIMITED 's designated officer in this regard shall be final and binding on the firm.
- 33 ITI LIMITED reserves the right to appoint officers/officials to inspect the quality of raw material, food and other items prepared and sold in the canteen. Any defect(s) pointed out by such officers/officials during their visits shall be properly attended to by the firm. Committee of ITI LIMITED offices will carry out necessary quality checks on a daily/weekly basis.
- 34 The firm shall keep the canteen and its surrounding areas clean and up to date sanitation will be maintained every day. The cleaning includes of utensil, kitchen canteen hall, floor, counter, benches, tables, chairs etc. The firm shall install its electronic fly-kill/insect repellent equipment at its own cost. The firm shall maintain a very high level of hygiene, purity, cleanliness and shall ensure that the image of the cafeteria does not get adversely affected by the poor upkeep, smell or untidy looks of canteen staff, facilities, utensils or food quality.
- 35 The owner of the firm shall ensure that either he/she himself/herself or his/her representative is available for proper administration and supervision at the works to the entire satisfaction of ITI LIMITED.

The firm shall appoint a person qualified in Food Technology/Hotel Management as in-charge of the canteen on full time basis.

- 36 ITI Limited will provide utensils, tables, chairs , etc at the locations presently available and if the firm wishes to have anything more then they will bring it on their own 'Single Use Plastic' items would not be allowed to use in the Canteen.
- 37 The firm shall issue electronic receipts/vouchers/ Coupons/ courtesy Slips and accept digital payments. The firm shall install a desktop, monitor and printer of its own for this purpose.
- 38 The firm shall process the bills of items supplied to Officers/in meetings/ guest House/ etc on monthly basis and submit the bills by third week of succeeding month in prescribed format and will also ensure timely payment of bills to the authorities concerned.

### A.3 Evaluation of Technical Bids

1. The Technical bid of the tenderers will be evaluated by the duly constituted Evaluation Committee who will be adopting the following criteria earmarked for evaluation of Technical bids:-

S. No.	Criteria	Range	Marks to be awarded	Weightage in %
1	Average Turnover in last 3 years from Cafeteria business.	1 cr. < 2 cr. 2 cr. < 4 cr. 4 cr. and above	3 5 7	35%
2	Experience of running Cafeteria business in Govt./PSU establishments	1 to 3 yrs >3 to 5 yrs More than 5 years	3 5 7	35%
3	Feedback from previous/ present clients (Min. 5) [in last seven years]	Satisfactory Very Good Excellent	1 2 3	15%
4	On the spot assessment by ITI LIMITED Team	Satisfactory Very Good Excellent	1 2 3	15%
Total			20	100%

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|--|--|--|
2. Minimum score for qualifying the technical Bid will be 75% of the total score i.e. 15. An Evaluation Committee will be constituted in ITI LIMITED which would obtain feedback from the past/ present clients and carry out on the spot inspection of canteens/ cafeteria presently being operated by the bidders in Bengaluru.

#### **A.4 Evaluation of Financial Bid**

1. Financial bid would be evaluated on the basis of price quoted by bidder in respect of all items mentioned in proforma for financial bid. Rates for all items should be mentioned by the firms.
2. Following weightage shall be given for evaluation of Financial Bids.

I.Lunch/ Dinner - 50% (averaging of rates of all items)

II.Snacks - 10% (averaging of rates of all items)

III.Breakfast- 30% (averaging of rates of all items)

IV.Beverages, sweets / Ice-Cream- 10%( averaging of rates of all items).

Rate= 50% of average rate of items in I + 10% of II items avg. + 30% of III + 10% of IV as above

In case of 'Rate' coming out to be same then the firm having quoted lower average rates of items for Lunch & Breakfast would be considered the lowest.

Note: Rates for VIP/Special Canteen Services to be mandatorily quoted else the bid will be rejected

3. The firm whose 'Rate' come out to be lowest on the basis of above calculation would be considered for award of the contract.

#### **A.5 Opening of Bid**

1. The Technical Bids will be opened at \_\_\_\_\_ PM on \_\_\_\_\_ in \_\_\_\_\_ in the presence of duly constituted committee for this purpose or any such bidders who may wish to be present, either in person or through their authorized representatives (duly supported with authorization letter).
2. The Financial Bids of only technically acceptable tenders will be opened for further consideration. The decision of the ITI

LIMITED in this regard will be final and no requests etc. will be entertained from the bidders. The date and time of opening of financial bid(s) will be intimated to all technically qualified bidders.

## **B. PERFORMANCE SECURITY**

- 1 . The successful firm will be required to submit Performance Security in the form of Account Payee Demand Draft / Bankers Cheque, Fixed Deposit or Bank Guarantee from any of the Nationalised Banks in favour of ITI Limited, Bengaluru for a sum of Rs.1,50,000/- (Rupees one lakh fifty thousand only) . Performance Security should remain valid for a period of 90 days after the date of completion of the period of contract. EMD will be refunded to the successful bidder on receipt of Performance Security.
2. Performance Security shall be for the due and faithful performance of the contract and shall remain binding, notwithstanding such variations, alterations for extensions of time as may be made, given, conceded or agreed to between the successful tenderer and ITI LIMITED under the terms & conditions of acceptance to the tender.

## **C. AMENITIES TO BE PROVIDED BY ITI Limited**

1. ITI LIMITED will provide space at ITI Limited, Bengaluru to the firm for running the cafeteria free of cost. However, contractor will bear the damage, if any, to the facility, site by him or his workers. The interested parties may visit to see the space.
2. Electricity & Water charges will be borne by the firm.
3. Gas Consumption charges will be paid by firm
4. Existing infrastructure like utensils, tables, chairs, plates, spoons, glasses, etc will be provided free of cost. But inventory would be taken while handing over at the time of taking charge of the canteen and also on completion of the contract.
5. Tea making infra, roti making machine, grinders, etc at nominal rent and quote for the same can be separately attached. This quote will not form part of the financial evaluation. The quote is subject to negotiation. Any damages to the infra would be charged. ITI Limited, would provide maintenance service to the infrastructure.

## **D. PAYMENT**

1. No advance payments shall be made. The payment in respect of official hospitality bills of ITI LIMITED submitted in duplicate by the firm shall be released on receipt basis subject to fulfilment of obligations by the firm.

2. In event of any query, objection, delay or dispute with regard to any bill or a part thereof, no interest will be paid by for late payment.

#### **E. VALIDITY OF CONTRACT**

1. The contract for Canteen Services shall remain valid initially for a period of ONE years. However, in order to evaluate the performance and services of the firm, the contract will have probationary period of 02 months. The contract for the remaining 10 months will be confirmed only if the services and quality of items served by the firm are found satisfactory during the probationary period. Thereafter performance would be reviewed on timely basis.
2. On termination of the contract, the firm will hand over all the equipment/furniture/articles etc., if any, supplied by ITI Limited, in good working condition, back to ITI Limited.
3. For premature termination of the agreement, one month notice from the ITI Limited 's side and three months' notice from Firm's side shall be required in writing. The firm shall vacate the premises, if desired by the ITI Limited and shall handover the same to the ITI Limited along with all articles as may have been provided. The decision of the Competent Authority in the ITI Limited shall be final and will be binding upon the firm.
4. ITI LIMITED reserves the right for the termination of the contract at any time by giving one month notice if the services are found unsatisfactory and also has the right to award the contract to any other agency at the cost, risk and responsibilities of bidder and excess expenditure incurred on account of this will be recovered by ITI Limited from Performance Security Deposit or pending bill or by raising a separate claim. However, the agreement can be terminated by the firm by giving three months' notice in advance. If the agency fails to give three months' notice in writing for termination of the Agreement then three months payment, etc. and any amount due to the agency from ITI Limited shall be forfeited.
5. If ITI LIMITED is not satisfied with the quality of eatables served, services provided or behaviour of the firm or his/her employees, the firm will be served with 24-hour notice to improve or rectify the defect(s), failing which ITI LIMITED will be at liberty to take appropriate necessary steps as deemed fit.



## **F. PENALTY**

- 1 . The designated officials of the Inspection Committee will be nominated to inspect the functioning of the Canteen with a view to ensure hygienic and satisfactory service. In case of repeated failures or lacunae are noticed by the Committee on the part of the firm, the HOD or Chairman of the Inspection Committee may impose a fine of upto Rs. 10,000/- on each occasion.
- 2 In case services are found to be unsatisfactory or there is breach of any of the clause of terms and conditions, the contract is liable to be terminated at one month's notice resulting in the forfeiture of Performance Security.
- 3 In case eatables are kept for selling by the firm after the expiry date as mentioned by the manufacture, a penalty of Rs. 10,000/- will be imposed for each default.
- 4 In the event of violation of any contractual or statutory obligations, by the firm, it shall be held responsible and liable for the same. Further, in the event of any action, claim, damages, suit initiated against the ITI LIMITED by any individual, agency or Government Authority due to acts of the firm, the firm shall be liable to make compensate such claims or damages to ITI LIMITED. As a result of the acts of the firm, if ITI LIMITED would be required to reimburse such individual, agency or Government Authority, the firm would be required to reimburse such amount to the ITI LIMITED or ITI LIMITED reserves the right to recover such amount from the payment(s) due to the firm while settling its bills or from the amount of Security Deposit of the firm lying with ITI Limited.
- 5 If the contract is terminated by the firm without giving stipulated period of notice or fails to observe the terms and conditions of the Tender, Letter of Award for the Contract and the Agreement signed by the firm with ITI LIMITED, the Security Deposit will be forfeited without prejudice to the ITI Limited 's right to proceed against the firm for any additional damages that ITI LIMITED suffers as a result of the breach of the aforesaid terms and conditions.
- 6 ITI LIMITED reserves the right to impose a penalty (to be decided by ITI LIMITED authority) to the firm for any serious lapse in maintaining the quality and the services willfully or otherwise by the firm or its staff or for any adulteration.

**G. JURISDICTION**

All disputes are subject to the jurisdiction of courts in the Bengaluru and Agreement will be governed by and be construed in accordance with the laws of India.

**H. BLACKLISTING**

The bidder should submit a letter of undertaking of not being black listed by other Central Government Ministries/ Departments/ PSUs/ Organizations/ Bhawans or establishment of Centre or State Government bodies.

**I. TECHNICAL BID PROFORMA: Eligibility Documents**

Documents for providing Canteen Services at ITI Limited

1	Name of the Firm as per Registration Certificate	
2	Postal Address	
3	Profile	
(a)	Legal Status (Individual, Proprietary firm, Partnership firm, Limited Com an or Corporation	
(b)	Has your company/firm ever changed its name any time? If so, when, the earlier name and the reason hereof?	
(c)	Were you or your company ever required to suspend canteen/catering services for a period of more than 2 months continuously after you commenced the catering services? If so, give the details of the contract and reasons thereof.	
(d)	Have you or your constituent ever left the contract awarded to you incomplete? If so, give details of the contract and reasons for not completing the contract.	
4	Name, Designation and Telephone No(s) of the contact person, Fax No s and e-mail address	
5	Year of commencement of catering/	

	cafeteria business	
6	Statutory details (photocopy to be attached) <ul style="list-style-type: none"> <li>a. PAN</li> <li>b. CST Nos.</li> <li>c. EPF/ESI Registration Nos.</li> <li>d. Food safety Reg. No. (FSSAI)</li> </ul>	
7	Income Tax Assessment Completion Certificates for last three financial years duly certified by a Chartered accountant/ Statutory Auditor.	
8	certificate and/or SQF Certificate Co to be attached	
9	List of present and past Cafeteria contracts with their contact details as per Annexure-A	
10	Performance certificates from Past and Present clients in last 7 years (copy to be attached) as per annexure- B	
11	Average volume Sales/ Turnover of cafeteria/catering/canteen business done not being less than 01 crore per annum during each of the last 5 financial years (please submit documentary proofs/ certificates from your Statutory auditor as per Proforma at Annexure-C	
12	Authorisation letter on letter head	
13	Undertaking of Non-blacklisting on letterhead	
14	Certificate license/permissions from BBMP to operate cafeteria, etc	
15	Details of EMD and Cost of the tender	

Note: Bids that are submitted without the EMD and Cost of the tender document will be rejected. Exemption if any to be submitted

ANNEXURE II

BREAKFAST	TEA/COFFEE	LUNCH	DINNER
<p>0745–0800Hrs                      *BGP CANTEEN                      *hospital canteen                      *transport canteen                      0915 – 0930 HRS                      CRP office &amp; NSU canteen(BGP)  <b>GUEST HOUSE 24X7 SERVICE OR AS PER REQUIREMENT</b></p>	<p>1- 0745–0800Hrs  <b>IN BGP CANTEEN HOSPITAL, TRANSPORT CANTEEN.</b>                      2- <b>0915-0930 HRS CRP OFFICE, NSU CANTEEN</b>                      3- 1330–1345Hrs                      DEPARTMENT SERVICE <b>IN BGP HOSPITAL &amp; TRANSPORT CANTEEN</b>                      4- <b>1500-1515 HRS DEPARTMENT SERVICE IN NSU</b>                      5- <b>1600-1615 HRS CRP CANTEEN</b>                      6- <b>1630-1630 HRS SERVICES IN HOSPITAL, SECURITY GATES, TRANSPORT AND COLOY AREAS AT SECUTITY POINTS.</b>                      7- <b>2300-2330 HRS &amp;</b>                      8- <b>0400-0430 HRS HOSPITAL, SECURITY, SECURITY GUARDS IN COLONY, PUMPHOUSE, FIRE FIGHTING DEPARTMENTS.</b>                      9. <b>GUEST HOUSE 24X7 SERVICE OR AS PER REQUIREMENT</b></p>	<p>1200-1230                      HrsI IN BGP CANTEEN,                      HOSPITAL&amp;TRANSPORT CANTEEN                      13.30-14.00Hrs                      NSU&amp;CRP CANTEEN  <b>GUEST HOUSE 24X7 SERVICE OR AS PER REQUIREMENT</b></p>	<p><b>IIShift:</b>                      19.30–20.00 Hrs                      IN BGP CANTEEN  <b>GUEST HOUSE 24X7 SERVICE OR AS PER REQUIREMENT</b></p>

**Annexure-A**

## Summary of Present and Past Clients/Cafeteria Contracts

Sl. No.	Name of the Client, Location, Contact details	Years of operation(out of last 7 years)	Whether Still continuing Yes/No	Document enclosed Yes /No
1		2015-16		
		2016-17		
		2017-18		
		2018-19		
		2014-15		
2		2015-16		
		2016-17		
		2017-18		
		2018-19		
		2019-20		

**Annexure-B**

**FORMAT FOR PERFORMANCE CERTIFICATION**  
**REFERRED**

(Furnish this information for each individual work from the employer for whom the work was executed )

1. Name of the contract and location
  2. Agreement No.
  3. Scope of Contract
  4. Contract Cost
  5. Date of start
  6. Period
  7. Amount of compensation levied, if any
  8. Performance Report
- Quality of Food — Excellent/Very Good/Good/Fair
  - Resourcefulness — Excellent/Very Good/Good/Fair
9. Compliance of all statutory requirements - Yes/ No

Date.

(Signature of the authorized representative)

(Seal of the Organization)

**Annexure-C**

S.No	Financial Year	Turnover Cafeteria (Rs. Crores From Canteen/ Business	Firm's Total Sales Turnover from all sources (Rs. Cr.)
1	2016-17		
2	2017-18		
3.	2018-19		
4.	2019-20		
5.	2020-21		

(Statuary Auditor)  
Sign. & Stamp

## **GUIDELINES FOR SUBMISSION OF TENDER**

1. Please read the Terms & Conditions carefully before filling up the document. Incomplete Tender Documents will be rejected.
2. Before submitting the tender, details of documents to be attached may be verified from the Check List of the Tender Document.
3. All pages of the Tender Document must be signed by the authorized signatory and sealed with the stamp of the bidding firm as token of having accepted all the Terms and Conditions of this Tender.
4. ITI LIMITED reserves the right to obtain feedback from the previous/ present clients of the Tenderer and also depute its team(s) to inspect the site(s) at present contract(s) for on the-spot first-hand information regarding the quality of food and services provided by the Tenderer. Decision of ITI LIMITED with regard to award of the contract will depend upon the feedback received by it from the previous/ and present clients and also from its team(s) deputed for the purpose. The decision of the ITI LIMITED. In this regard will be final and binding on all bidders.
5. Tender shall be submitted in ITI LIMITED's official tender form only. If submitted in any other manner, the same shall be summarily rejected.
6. Tenders received without the prescribed Earnest Money Deposit (EMD) of Rs. 64,000/- shall be rejected.
7. Bid Security should valid for a period of 45 days beyond the final bid validity period.
8. Person signing the bid or other documents connected with tender must clearly write his/her name and also specify the capacity in which signing. The ITI LIMITED reserves the right to reject any or all the tenders without assigning any reason.
9. Before submitting the Tender Document to the ITI LIMITED, the bidders may seek clarification(s), if any, during the pre-bid meeting. The interested parties may visit the premises to see the space.
10. The ITI LIMITED reserves the right to change any condition of the tender before opening of the Technical Bids.
11. The successful bidder will have to enter into an agreement with the ITI LIMITED before taking charge of the Canteen and commencement of the canteen work.
12. Canvassing in any form will make the tender liable to rejection. Conditional tender will not be accepted and will be rejected outright.
13. The bidders' performance, as per format at Annexure-B for each work completed in the last five years and in hand should be certified by the authorized signatory from the company. The certificate should also indicate the compliance of statutory requirements. Feedback received from the previous/present clients



and on the spot assessment of the ITI Limited's designated team, will also be evaluated for technical qualification. Financial bids of only technically qualified bidders shall be opened.

- 14 The Contractor will use only branded raw material for preparation of items. The permissible brands of various items are given in Annexure-III.

Annexure-II**PROFORMA OF BOQ FOR FINANCIAL BID**  
**(RATES TO BE QUOTED WITHOUT GST AND OTHER LEVIES)**

FINANCIAL BID					
S.No	Name of Items	Measur- -ement Unit	Volume/ Weight/ No.	Rate (in figure) 500 nos	Rate (in figure) 501-1000 nos
<b>I</b>	<b>BEVERAGES</b>				
1	One cup tea standard – Masala Chai	ML	125		
2	One cup coffee standard - Espresso	ML	125		
3.	Ice tea	ML	125		
4.	Lassi/Chhachh	ML	200		
5	Masala Butter Milk	ML	200		
6	Green Tea Different Flavours	ML	125		
7	Hot Milk	ML	200		
8	Fruit Juice	ML	200		
	Average Rate of Beverages				
<b>II.</b>	<b>SNACKS</b>				
1	One Samosa	GMS	70		
2.	One Bonda	GMS	70		
3.	One Dal Vada	GMS	70		
4	One Chana Vada	GMS	70		

S.No	Name of Items	Measur-ement Unit	Volume/ Weight/ No.	Rate (in figure) 500 nos	Rate (in figure) 501-1000 nos
5	One Gobhi Pakora	GMS	70		
6	One Bread Pakora	GMS	70		
7	One piece Sambhar Vada with Sambhar, Tomato and Coconut Chutney	GMS	70		
8	Two piece Sambhar Vada with Sambhar, Tomato and Coconut Chutney	GMS	70X2 = 140		
9.	One Vegetable Cutlet	GMS	70		
10	Two pieces Sandwich	Bi Size	1		
11.	Samosa Chat	Plate	1		
12	Dahi Bhalla	Plate	1		
13	Puri Chaat	Plate	1		
14.	Kachori	Plate	1		
	Average Rate of SNACKS				
<b>III</b>	<b>BREAKFAST</b>				
1	Idly – 3 nos	GMS	250		
2	Vada	GMS	50		
3	Sambhar	ML	100		
4	Chutney	GMS	100		
5	Khara bath	GMS	150		

S.No	Name of Items	Measur-ement Unit	Volume/ Weight/ No.	Rate (in figure) 500 nos	Rate (in figure) 501-1000 nos
6	Kesari Bath	GMS	150		
7	Veg Palav	GMS	150		
8	Coloured Rice	GMS	150		
9	Uttapama-Onion	GMS	200		
10	Uttapama-Tomato	GMS	200		
11	Aloo Bonda	GMS	100		
12	Set Dosa	GMS	150		
13	Bisibelebath	GMS	150		
14	Masala Dosa	GMS	150		
15	Savige Bath	GMS	150		
16	Pongal	GMS	250		
17	Masalavada	GMS	100		
18	Karaboondi	GMS	50		
19	Rava idly	GMS	150		
20	Lemon Rice	GMS	150		
21	Noodles	GMS	250		
22	Ordinary Dosa-2 nos	GMS	150		
23	Boiled egg	GMS	50-100		
24	Bread-6 slices	GMS	150		

S.No	Name of Items	Measur-ement Unit	Volume/ Weight/ No.	Rate (in figure) 500 nos	Rate (in figure) 501-1000 nos
25	Butter	GMS	50		
26	Sandwich Egg	GMS	100		
27	Jam	GMS	100		
28	Corn flakes	GMS	250		
	Average Rate of Breakfast				
<b>IV</b>	<b>LUNCH</b>				
1	One Roti Tandoori/ Plain roti	GMS	60		
2.	One Plate Dal	GMS	250		
3	One Plate Chhole	GMS	250		
4	One Plate Rajma	GMS	250		
5	One Plate Kadhi Pakora (2 pc Pakoras)	GMS	250		
6	One Plate Seasonal Vegetable	GMS	200		
7	One Plate Kofta Curry with 2 c Kofta	GMS	250		
8	One Plate Aalu Matar	GMS	200		
9	One Plate Mixed Vegetable	GMS	200		

S.No	Name of Items	Measur-ement Unit	Volume/ Weight/ No.	Rate (in figure) 500 nos	Rate (in figure) 501-1000 nos
10.	One Plate Raita	GMS	200		
11	One Plate Matar Paneer	GMS	250		
12	One Plate Palak Paneer (with 2 pcs of Paneer)	GMS	250		
13	Half Plate Rice Basmati / Pulao	GMS	175		
14	Full Plate Rice Basmati / Pulao	GMS	300		
15	Veg Biryani (with curd or Raita)	GMS	300		
16	Stuff Parantha	GMS	125		
17	Aloo Parantha with Raita and Pickle	GMS	125		
18	Executive Lunch (Dal, 1 mix vegetable, Rice, 4 Rotis, Salad, curd, one sweet)	Thali	1		
19	Deluxe Lunch (Dal, 1 Seasonal Vegetable, 1 Paneer Dish, Rice, one Sweet, 2 Naan/Parantha or 4 rotis, Curd, Salad)	Thali	1		
20	Rajma( 250 gms.) + Rice ( 200gms.) + Salad	Plate	1		
21	Chhole 250 ms. + Rice 200 ms	Plate	1		

S. No	Name of Items	Measur- ement Unit	Volume / Weight / No.	Rate (in figure) 500 nos	Rate (in figure) 501-1000 nos
22	Kadhi 250 + Rice 200 ms.	Plate	1		
23	Pizza (8 inch) - Thin Crest/ Normal Base with Cheese, Onion, Capsicum, Tomato, Sauce etc.	GMS	150		
24	Pizza (10 inch) - Thin Crest/ Normal Base with Cheese, Onion, Capsicum, Tomato, Sauce etc.	GMS	200		
25	Pizza (12 inch) - Thin Crest/ Normal Base with Cheese, Onion, Capsicum, Tomato Sauce etc.	GMS	250		
26	Pasta drum wheat with Sauce	GMS	200		
27.	Dosa - Plain	GMS	150		
28	Dosa - Masala	GMS	250		
29	Dosa - Cheese	GMS	250		
30	Dosa- Onion	GMS	250		
31	Utthaam - Tomato	GMS	200		
32	Utthaam - Mix Veg	GMS	200		
33	Idli- 2 Idlis with Sambhar, Tomato, Coconut Chutney	GMS	150		
34.	Vada - 2 Vadas with Sambhar, Tomato, Coconut Chutney	GMS	150		
35	2 Chapathi	GMS	60		
36	2 Ragi Balls		200		
37	Plain Rice		Unlimited		

38	One Vegetable		150		
39	One Veg. Kootu		150		
40	Sambhar-Mix Veg / leafy / mix. Grains/etc.	ML	150		
41	Rasam	ML	100		
42	Curd	ML	100		
43	Papad	PIECE	1		
44	Pickle	GMS	10		
45	Fried Bhaji (Aloo / Masala Vada/ chilly/	GMS	50 (each)		
S. NO	Name of Items	Measu r- ement Unit	Volume / Weight / No.	Rate (in figure) 500 nos	Rate (in figure) 501-1000 nos
46	Rajma Curry	GMS	150		
47	Mixed Kurma	GM S	150		
48	Butter milk	ML	100		
49	Pakoda (onion / cabbage/ etc)	GMS	50		
50	Chana Masala	GMS	150		
51	Bisibele bath	GMS	250		
52	Poori	GMS	50 (eac h)		
53	Pachadi / Khara Boondi	GMS	100		
54	Palav	GMS	250		
	Average Rate of LUNCH ITEMS				
	SWEETS/ICE CREAM				
1	Gulab Jamun-One piece	GMS	70		
2	Burfi One piece	GMS	60		
3	Rasgulla (One piece)	GMS	70		



4	Rasmalai one piece	GMS	70		
5	Ice-Cream (Standard Brand and weight)- Vanilla/Strawberry/Chocolate	GMS 1 Scoop	70		
	Average Rate of SWEETS/ICE CREAM				

**RATESFORVIP/SPECIALCANTEENSERVICES****( TO BE MANDATORILY QUOTED)**

S.NO	Item Details	Qty	Rateperplate/unit/ Gms/ ml(WithoutGST& taxes)		
			For 25 personnel	For 50 personnel	For 100 personnel
01.	Chapathi/Poori-60gms/50gmseach	02no			
02.	Stuffed Paratha/ Gobi Roti/ Aloo Paratha/MooliParatha/Bat hoora-50gmseach	02 nos.			
03.	Soup – Tomato/ Sweet Corn/Mushroom/MixedVeg./ Hot&Sour/Cre amofVeg.	200ml			
04.	BoiledVeg– Beans/KnoolKol/Gobi/Aloo	200gms			
05.	GreenSalad– Raddish/Cucumber /Beetroot/Onion/GreenChillies/Coriander	150gms			
06.	FruitSalad	150gms			
07.	Masala Subjies– Aloo/Gobi/PalakMasalaMutt er	250gms			
08.	PaneerItems	250gms			
09.	Rice Items – Lemon/ Puliogere/ Veg.Palav/Veg. Biryani/Ghee Rice/FriedRice/Methy Rice/Pudina Rice/MushroomPalav(Bas mathiRice)	350Gms			
10.	Curd Rice	250gms			
11.	Raitha– Cucumber/Onion/Boondi	250gms			
12.	DalFry	250gms			
13.	BhindiFry/AlooFry	250gms			
14.	SouthIndianVeg.Items	250gms			
15.	KajuMasala Sabji	250gms			
16.	Mix.Veg.Items	250gms			

S.NO	Item Details	Qty	For 25 personnel	For 50 personnel	For 100 personnel
17.	RussianSalad	200gms			
18.	Veg/Corn/CheeseFruit/Sandwich with CheeseSlice	2Slices			
19.	IceCream -150gmseach Slice	1Slice			
20.	BengaliSweets(basicsweet)	1no			
21.	Noodles	250gms			
22.	GulabJamoon(50gms)	1no			
23.	FriedItems–Bajji-Banana/Potato /Bonda/Vada/ Onion Pakoda (2 nos. – 50gmseach)	100gms			
24.	Veg.Cutlet/ Samosa(100gms)with Chutney	1no			
25.	Spl.KharaBath(preparedwithCowGhee)	200gms			
26.	Spl.KesariBath(preparedwithCowGhee)	200gms			
27.	ChowChowBath(preparedwith CowGhee)	300gms			
28.	MasalaDosa(50gms)	1no			
29.	OnionDosa(2Nos–25gmseach)	2nos			
30.	SetDosa(2 Nos– 30gmseach)withSagu	2nos			
31.	TomatoOmlette(50gms)	1no			
32.	DahiVada(2nos.–100gms each)	200gms			
33.	BreadButterJam	2Slices			
34.	Spl.RavaIdli(3Nos.–100gms each)	300gms			
35.	Halwa– MoongDal(preparedwithCow Ghee)	100gms			
36.	Halwa–Carrot/Beetroot (preparedwith Cow Ghee)	100gms			
37.	Juices – FruitsOrange/Mousambi/Mango/Grapes/Papaya etc.	250ml			
38.	Juices–Lemon/Sugarcane	250ml			
39.	MilkShake	250ml			
40.	Mix.FruitswithIceCream	250gms			
S.NO	Item Details	Qty	For 25 personnel	For 50 personnel	For 100 personnel

41.	SpecialTea/Coffee with ingredients like Ginger/ Cardamom etc.	125 ml.			
42.	Sweet – Kaaju Katli or Equivalent	50gms			
43	Chicken Items- Curry/ kebabs/tandoori/ etc ( two pieces mandatory)	200gms			
44	Mutton Items – curry/ Kebabs/tandoori/ etc (two pieces mandatory)	200gms			

Annexure-III

PERMISSIBLE BRANDS OF CONSUMABLES

ITEMS	BRAND
Salt	Iodised salt such as Tata, Annapurna, Nature Fresh etc.
Spices	MDH, MTR or equivalent brands
Ketchup	Kissan, Heinz
Oil	Mustard oil, Groundnut oil, Sunflower oil, Rice bran oil, Olive oil Sundro , Nature fresh, Dhara, Kanodia, Godrej, Patnanjali
Pickle	Mothers, Tofu, etc
Atta	Ashirvad, Pillsbury , Nature Fresh
Butter	Amul, Britannia, Mother Dairy
Bread	Harvest/Britannia make
Jam	Kissan
Milk	Toned milk of Nandhini, Amul
	Amul/Mother Dairy
Tea	Brooke Bond, Lipton, Tata
Coffee	Nescafe, Rich Bru
Mineral Water	ISI marked, FSSAI
Besan, Dal	Rajdhani, Aahar, Shakti Bhog
Rice	Basmati India Gate, Patnanjali, Ja at, Lal Quila

Sweet	Bikaner, Haldiram, Bikano
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The Contractor may use other equivalent brand after obtaining prior approval from ITI Limited

### Format of Bank Guarantee for Security Deposit

1. In consideration of the ITI LTD. Bangalore  
Plan hereinafter called as "ITI") having agreed to exempt  
[hereinafter called "the said Bidder/Supplier(s)"] from the demand, under Agreement/Contract/Order No. dated \_\_\_\_\_  
(hereinafter called "the said Agreement" said Contract/said Order), made between \_\_\_\_\_ and \_\_\_\_\_ for  
\_\_\_\_\_ (indicate the scope of supply) of security deposit for the due fulfilment by the  
said Bidder/Supplier(s) of the terms and conditions contained in the said  
Agreement/ Contract/ Order, on production of a bank Guarantee for  
\_\_\_\_\_ (indicate the amount in Rs/Foreign Currency) (, Only), We,  
\_\_\_\_\_, (hereinafter referred (indicate the name of the bank) to as "the Bank") at the  
request of \_\_\_\_\_ [bidder/supplier(s)] do  
hereby undertake to pay to ITI an amount not exceeding  
\_\_\_\_\_ (indicate the amount in Rs / Foreign Currency) against any loss or  
damage, costs, charges and expenses, claims caused to suffered or would be  
caused to suffered by ITI by reason of any breach by the  
said Bidder/supplier(s) of any of the terms or conditions contained in the said Agreement/  
Contract/Order.
2. We, \_\_\_\_\_ (indicate the name of the bank) do hereby  
unreservedly, irrevocably undertake to pay the amounts due and payable under this  
guarantee without any demur, merely on demand from ITI within fifteen (15) days  
of such demand stating that the amount claimed is due by way of loss  
or damage caused to or would be caused to or suffered by ITI by reason of breach  
by the said bidder(s)/supplier of any of the terms or conditions contained in the  
said Agreement./Contract/Order or by reason of the bidder(s)' failure to perform  
the said Agreement/Contract/ Order. Any such demand made on the bank shall be  
conclusive as regards the amount due and payable by the Bank under this  
guarantee. However, our liability \_\_\_\_\_ under this guarantee shall be restricted to  
an amount not exceeding \_\_\_\_\_ (indicate the amount in Rs/Foreign Currency)
3. We undertake to pay to ITI an amount not exceeding  
\_\_\_\_\_ (indicate the amount in Rs/Foreign Currency) so demanded notwithstanding any  
dispute or disputes raised by the bidder(s)/ supplier(s) in any suit or proceeding  
pending before any Court or Tribunal relating thereto, our liability under this  
guarantee being absolute and unequivocal.
4. We, \_\_\_\_\_ (indicate the name of bank) further agree with ITI that ITI  
shall have the fullest liberty without our consent and without affecting in any  
manner our obligations hereunder to vary any of the  
terms and conditions of the said Agreement/Contract/Order or to extend time of per-  
formance by the said bidder/supplier(s) from time to time or to postpone for any time  
or from time to time any of the powers exercisable by HAL against the said  
Bidder(s)/supplier and to forbear or enforce any of the terms and conditions

relating to the said agreement/contact/order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder/supplier(s) or for any forbearance, act or omission on the part of HAL or any indulgence by HAL to the said Bidder/supplier(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of relieving us.

5. We, \_\_\_\_\_ (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of ITI in writing and agree that any change in the constitution of the said contractor(s)/Supplier(s) or Bank shall not discharge the Bank of its liability under this deed.

6. The validity of Bank Guarantee shall be upto \_\_\_\_\_ (dd/mm/yy) and such date shall be 60 days after the last delivery/Services against the contract. The Bank Guarantee shall continue to be enforceable till all the dues of ITI under or by virtue of the said Agreement/contact/order have been fully paid and its claims satisfied or discharged or till ITI certifies that the terms and conditions of the said Agreement/contact/order have been fully and properly carried out by the said bidder(s)/supplier and accordingly discharge this guarantee.

7. This Bank Guarantee shall be governed by and constitute in accordance with Indian Law and shall be subject to exclusive Jurisdiction of Indian Courts.

8. Dated the \_\_\_\_\_ day of \_\_\_\_\_ for \_\_\_\_\_ (indicate the name of the Bank)

**INTEGRITY PACT**

PURCHASE ORDER No.

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

**BETWEEN:**

ITI Limited having its Registered & Corporate Office at ITI Bhavan, Dooravaninagar, Bangalore – 560 016 under the administrative control of 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 ..... 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 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 to 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 a reasonable time from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.6 If the Monitor has reported to the Chairman & Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director of the Principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 8.7 The word '**Monitor**' would include both singular and plural.
- 8.8 Details of the Independent External Monitor *appointed* by the Principal at present is furnished below: -

Shri Javeed Ahmad IPS (Retd)  
M-1101, Shalimar Gallant Apartment  
Vigyanpuri Mahanagar  
Lucknow – 226 006

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

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

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

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

- 10.1 The Pact is subject to the Law as applicable in Indian Territory. The place of performance and jurisdiction shall the seat of the Principal.

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

#### **SECTION 11 – PACT DURATION**

11.1 This Pact begins when both the parties have legally signed it. It expires after 12 months on completion of the warranty/guarantee period of the project / work awarded, to the fullest satisfaction of the Principal.

11.2 If the 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.

12.5 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 BIDDER(S)/CONTRACTOR(S)

.....  
(Name & Designation)

.....  
(Name & Designation)

Witness

Witness

1) .....

1).....

2) .....

2).....