

Bid Corrigendum

GEM/2025/B/6487244-C4

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. **OPTION CLAUSE:** The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration
2. Buyer uploaded ATC document [Click here to view the file.](#)
3. **PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

Disclaimer

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

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

14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)



ITI Limited

(A Govt. of India Undertaking)
Doorbhash Nagar , Raebareli- 229010 , India
www.italtd.in, Fax: 0535-2702354,2702589
E-mail: deepak_rbl@italtd.co.in

CIN No.: L32202KA1950GO1000640

Corrigendum (II)

CORRIGENDUM REF: GEM/2025/B/6487244

DATED: 04/08/2025

Corrigendum to Tender Ref No GEM/2025/B/6487244 dated 23/07/2025. The Bid document is modified/explained (wherever applicable) as under:

SN	Item Description	Existing Description	Amended Details
1.	Annexure-1 (Bid Security Declaration format)	Annexure-1 (Bid Security Declaration format- Not attached)	Annexure-1 (Bid Security Declaration format- attached)
2.	Due Date Extension	08.08.2025	11.08.2025

DEEPAK PRASAD
DGM(PPM&T&TSEC)
Deepak Prasad
Dy. General Manager
(PPM, T & TSEC)

Annexure-1

RFP/GeM Tender Ref No: _____

Dated: _____ :

Bid Securing Declaration Form

<Letterhead of the bidder>

<Date>

To ITI LIMITED RAEBARELI,
SULTANPUR ROAD, RAEBARELI-229010

I/We. The undersigned, declare that:

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

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

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

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

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

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

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

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

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

Corporate Seal (where appropriate)

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



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CIN No.: L32202KA1950GO1000640

Corrigendum (I)

CORRIGENDUM REF: GEM/2025/B/6487244

DATED: 01/08/2025

Corrigendum to Tender Ref No GEM/2025/B/6487244 dated 23/07/2025. The Bid document is modified/explained (wherever applicable) as under:

SN	Item Description	Existing Description	Amended Details
1.	Unskilled- 100 No of Resource	Unskilled- 100 No of Resource (Manufacturing, Plant Maintenance, Tool room, Testing, Office Work)	Unskilled- 75 No of Resource (Manufacturing, Plant Maintenance, Tool room, Testing, Office Work)
2.	Semi-Skilled 40 No of Resource	Semi-Skilled- 40 No of Resource (Manufacturing, Plant Maintenance, Tool room, Testing, Lab, Marketing).	Semi-Skilled: 30 No of Resource (Manufacturing, Plant Maintenance, Tool room, Testing, Lab, Marketing).
3.	Skilled : 20No of Resource	Skilled- 20 (Manufacturing, Plant Maintenance, Tool room , Testing, Planning , Purchase, Civil and other Works)	Skilled : 15 (Manufacturing, Plant Maintenance, Tool room , Testing, Planning , Purchase, Civil and other Works)
4.	Due Date Extension	02.08.2025	08.08.2025

DEEPAK PRASAD
DGM(PPM&T&TSEC)
Deepak Prasad
Dy. General Manager
(PPM, T & TSEC)



BID DOCUMENT

Service Contract for

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

TENDER NO- LG024G or AS per GeM DATED XX/XX/2025

DUE DATE: 10 Days from the uploading tender.

DGM(PPM, T&TSEC)

ITI LIMITED

(A Government of India Undertaking)

Sultanpur Road, RAE BARELI-229010 (U.P)

Visit us at <https://www.itiltd.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.: **As per GeM**
(Please quote this in all correspondence)

ENQUIRY DATE: **XX/XX/2025**
DUE DATE: **10 Days from the uploading tender**

On behalf of ITI Limited, Raebareli, tenders are invited from the eligible bidders who have an available registered office **in the shortlisted 7 districts, i.e., RAE BARELI, LUCKNOW, PRAYAGRAJ AMETHI, PRTAPGARH, BARABANKI , AND KANPUR.**

Terms & Conditions, special notes, work description, quantity, and delivery schedule are as per the bid document.

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

Sr.N O	Type of Resource to be hired	Description	Number of Resource to be hired	Period of Contract (Month)
1.	Unskilled	100(Manufacturing, Plant Maintenance, Toolroom, Testing, Office Work)	100	6
2.	Semi -Skilled	40(Manufacturing, Plant Maintenance, Toolroom, Testing, Lab, Marketing).	40	6
3.	Skilled	20 (Manufacturing, Plant Maintenance, Tool room , Testing, Planning , Purchase, Civil and other Works	20	6
Total(Rs) =			160	

(***) The required numbers specified is only indicative and may further increase or decrease during the period of contract depending on the exigency of work.

(**) The Age and other criteria can be relaxed with the approval of the Unit Head, ITI Limited, in case the candidate possessing relevant experience.

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.itiltld.in> & GeM website <https://gem.gov.in/>.
3. Any corrigendum to this Bid will be notified through the aforesaid websites only. The undersigned reserves the right to accept or reject any or all the bids without assigning any reason at any stage.
4. Payment Cycle: Monthly.
5. Incomplete Tender in any form will be rejected outright. Conditional Tenders will be rejected outright.
6. The contract will be initially for a period of Six Month which may be extended for a further Six month with depending upon the requirement of manpower, administrative convenience of ITI Limited and performance of the Agency and is likely to commence from the date of deployment of manpower after completing pre-deployment formalities listed in the tender document.
7. **Qualified contractor have to appoint a full time supervisor at their own cost at the premises of ITI Limited, Rae Bareli Plant to handle the work related to contract.**
8. "PF, ECR, and ESIC challans for the deployed manpower at ITI Limited will be generated separately."

9. The contractor shall submit undertakings obtained from each employee as per Annexure 'B' that they are aware that their employment is temporary in nature and liable to be terminated any time. The manpower requirement may be decreased at the discretion of competent authority at any stage and the contractor shall adjust the discontinued employees by himself and ITI Ltd. shall not be responsible for their relocation or reappointment or readjustment.
10. No wage/remuneration will be paid to any staff for the days of absence from duty.

(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.

• Others TERMS AND CONDITIONS:

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. For all intents and purposes, the successful agency/bidder shall be the 'employer' within the meaning of different labour legislation in respect of manpower so deployed in the ITI Limited. The persons deployed by the agency/bidder in ITI Limited shall not have claims of any employer and employee relationship against ITI Limited. There will be no direct working Employer – Employee relationship between ITI Limited and the contract workers.
10. Bidder shall clearly mention all govt duties/taxes/GST. If any discrepancy/missing found, Quoted price shall be treated as all inclusive.
11. Compliance of Minimum wage, PF, ESI, ELDI and other benefits to the employees as per government laws at your end.
12. 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.
13. 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.
14. 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.
15. **Bidder shall submit undertaking regarding nonblack listing/debarment to participate in any Central/State Govt./PSUs/Autonomous bodies' tenders on their letter head as per Annexure-2.**
16. The bidders shall have adequate experience of minimum 3 years of value worth Rs. 100 Lac in a financial years (Copy of same shall be provided).
17. The eligible Bidder/s shall have minimum 03 years' experience in handling Similar/ Material Handling/Job work, Copies of audited balance sheet and profit and loss account for the last three financial years i.e. FY 2022- 23 & 2023-24 & 2024-25 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.
18. ***Bidder shall strictly use necessary personal protective equipment's 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". Manpower will be allotted duties in shifts covering 24X7 hours as per provisions of law as and when required by the office.
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 ITI Limited shall not be responsible for any financial loss or any injury to any person deployed by service providing agency/bidder in the course of their performing the functions/duties or for payment towards any compensation.
24. The Bidder shall have to bear the responsibility of good conduct of his staff.
25. The personnel deputed to ITI Limited shall not be changed by the agency in any circumstances unless there is a specific request from ITI Limited in writing.
26. During the execution of the work if the site gets spoiled the bidder shall have to make up / repair the same.
27. ITI Ltd will have no liability to allocate any storage facilities for accommodating staff / items of the contractor.
28. The Bidder shall have to observe all the security by laws. This should equally apply to worker.
29. Bidder shall be strictly maintain the minimum wages, ESI, ELDI and PF as per Govt. Laws for workers deputed at site.
30. If case of a death or mishap occurred during discharging the duty, the compensation liability will solely rest with the Contractor.
31. Contractor shall be capable to pay monthly wages up to 2 months from his own resources in case of delay in payment.
32. While submitting the bill, the contractor shall submit an undertaking as per Annexure "A" without which bill shall not be processed.
33. In case of increase in minimum wages, the contractor shall submit the bill, with increased minimum wages immediately with a copy of Gazette notification. In case of delay, separate arrear bills shall be submitted.
34. Requisite manpower shall be provided within 5 days from the acceptance of the contract.
35. The contracting Company/Firm/Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency.

36. **Technical Bid :**

- a. As per Rule 170 of General Financial Rules (GFRs) 2017, Micro and Small Enterprises (MSEs) and the firms registered with concerned Ministries/ Departments are exempted from submission of Bid Security/EMD. Instead, bidders have to submit duly signed "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents.
- b. An EMD in the name of "M/s ITI Limited Raebareli "of Rs. 3% of estimated cost or as mentioned on GeM portal Bid shall be submitted by the bidder in the form of Account Payee DD, Insurance surety Bond, Fixed Deposit Receipt from a commercial Bank BG or any Valid Form as per govt. directives and upload scan copy of EMD and tracking details regarding the same on GeM portal.

The address to send hard copy of EMD Document given as below: -

Mr. Deepak Prasad
DGM(PPM, T&TSEC)
ITI Limited, Sultanpur Road,
Raebareli-229010

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

- c. **Performance Security Deposit** in the form of Account Payee DD, Insurance surety Bond, Fixed Deposit Receipt from a commercial Bank BG or any Valid Form as per govt. directives @ **5%** of the contract awarded value shall be submitted by successful bidder awarded the contract. PBG shall remain valid for a **period of 60 days beyond** the date of completion of all contractual obligations of the supplier. The Performance security will be invoked by ITI Ltd in case of no supply of man power as per contract.
- d. The Bidder should have experience in the similar work in the Government Departments Public Sector (Central or state) for the last Three (03) consecutive years. In case no bidder has provided government experience/public sector experience, then the bidders with experience in reputed organization may be considered by the competent authority of the client. The bidder has to submit the relevant work experience certificate of having successfully completed. Similar works/ contracts during last 03 years having at least 90 Manpower strength ending before last day of month previous to the month in which tenders are invited, as per either of the following.
 - a) Three similar completed works each costing not less than an amount equal to 40% of estimated value mentioned against each work in the tender notice.

Or

- b) Two similar completed works each costing not less than an amount equal to 50% estimated value mentioned against each work in the tender notice.

Or

- c) One similar completed works each costing not less than an amount equal to 80% estimated value mentioned against each work in the tender notice.
- e. Copy of adequate experience of minimum value worth Rs. 100 Lac in a financial year
- f. Copies of audited balance sheet and profit and loss account for the last three financial years i.e. **FY 2022-23, 2023-24 and 2024-2025** 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.
- g. Net worth of bidder should be positive as on 31.03.2025 which should be CA Certified.
- h. Registration Certificate under the Companies Act / partnership firm registered under Indian Partnership Act or Proprietary Concern.
- i. Copy of GST Registration certificate.
- j. Copy of PF Registration certificate.
- k. Copy of Labor registration [Contract Labour (Regulation & Abolition) Act, 1970]
- l. Copy of ESIC etc.
- m. The bidder should have a solvency certificate of 1 crore, issued by bank within the last three month.
- n. Details of Managerial, Supervisory and Other Staff.
- o. Registered office in the shortlisted 7 districts, i.e., RAEBARELI, LUCKNOW, PRAYAGRAJ AMETHI, PRTAPGARH, BARABANKI , AND KANPUR.
- p. Undertaking regarding non-blacklisting/debarment to participate in any Central/State Govt/PSUs/Autonomous bodies' tenders on their letter head as per Annexure-02.
- q. Counter Terms & Conditions will not be accepted as also any additions/deletions or change in our format will not be allowed.
- r. No party shall be permitted to tender for work in the ITI Limited in which any of their near relatives is an employee connected with the award and execution of the contract. They shall also intimate the names of persons who are working with them in any capacity or subsequently employed by them and who are near relatives of any employee of the ITI Limited. Any violation of this condition which comes to the Notice of the ITI Limited after the contract is awarded will entitle the ITI Limited to treat the contractors as having committed a breach of contract and to exercise all the rights and remedies available to the ITI Limited on account thereof.
- s. **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.**
- t. **Signed /compiled copy Annexure-06 with document requested as in same sequence from serial no. 1 to 23.**

37. 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.

38. 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.

39. 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.

40. 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:** 6 Months 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,T&TSEC)
ITI Limited, Raebareli

ANNEXURE-02

UNDERTAKING FOR NON BLACKLISTING PROFORMA

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

To,

DGM(PPM,T&TSEC)

The ITI Limited

Doorbhas Nagar,

Raebareli – 229010 (Uttar Pradesh)

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

Dear Sir/Madam,

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

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

Sincerely,

(Bidder Name)

Name:

Title:

Signature

(Bidder Stamp/Seal)

Place:

Date:

ANNEXURE-03

INTEGRITY PACT

WORK ORDER No.

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

BETWEEN:

ITI Limited having its Registered & Corporate Office at ITI Bhavan, Dooravani nagar, 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 liquidate and all damages as per the provisions of the contract agreement against termination.

SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS

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

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

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

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

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

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

IEM-I

**Shri Atul Jindall, IFS (Retd.)
3/10 Vishesh Khand, Opp. Little
Friend School Gomti Nagar,
Lucknow-226010(UP)**

IEM-II

**Shri Benny John, IRS (Retd.),
Villa No.-36, Kent Plam Villas,
Fort Valley Township, Athani,
Kakkanad, Ernakulam,
Kerala-682030**

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 Bangalore.
- 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

.....
(Name & Designation)

Witness

1)

2)

For CONTRACTOR(S)

.....
(Name & Designation)

Witness

1).....

2).....

Annexure-4

Details of other organizations where such contracts undertaken during last three years (enclose supporting documents).

Proforma containing details of other organization where such or similar contracts were undertaken.

Sl. No.	Name & Address of the organization, contact No	No. of personnel supplied	Period of contract	Whether Govt/semi Govt/Autonomous bodies/PSUs/Industries etc. (pl specify)	Amount of contract	Reason for termination (if currently not valid)
1						
2						
3						
4						
5						
...						

(If the space provided is insufficient, a separate sheet may be attached)

This information to be given in “Past Experience -Technical Bid for Annual Contract for supply of skilled/semi-skilled workers.

Annexure-5

Financial turnover of the tendering Company/Firm/Agency for the last 3 financial years. (Attach separate sheet if space provided is insufficient)

Financial Year	Amount in Lakhs	Remarks if any
2022-23		
2023-24		
2024-25		

Annexure-06

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.	Name of Agency/Firm	
2.	Full address of registered office	
3.	Correspondence address of office	
4.	Full address of branch	
5.	Copy of GST Registration Certificate	
6.	P.F. Registration No. of the firm / company to be indicated along with Documentary proof thereof.	
7.	ESI Registration No. issued by ESI Authorities along with documentary proof thereof.	
8.	Copy of Labour registration [Contract Labour (Regulation & Abolition) Act, 1970]-	
9.	Following declarations on party letterhead enclosed in ATC " on GeM Portal a) We hereby certify that we have not been blacklisted by any Public Sector Undertaking/Public Department. b)We have gone through the terms and conditions given in your above tender form, is accepted and agreed by us	
10.	Registered office in the shortlisted 7 districts, i.e., RAEBARELI, LUCKNOW, PRAYAGRAJ AMETHI, PRITAPGARH, BARABANKI AND KANPUR	
11.	ITI Raebareli reserves the right to reject any offer due to non-compliance with the above conditions and/or non-receipt of this form in duly filled condition - Agreed	
12.	Bid Security Declaration format as attached accepted and Signed by Party on attached Annexure-1	
13.	MSME Registration If the firm is registered as Micro/Small/Medium Enterprises as per MSME Act, 2006, the same may be confirmed by the bidder 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 MSME Act, 2006.	
14.	EMD/ePBG/Bid Declaration in the case of MSE and documentary proof if any	
15.	Undertaking regarding non-blacklisting/debarment to participate in any Central/State Govt/PSUs/Autonomous bodies tenders on your letter head as per <u>Annexure-02</u>	
16.	Signed & Stamped copy of Integrity Pact as per <u>Annexure – 03</u> shall be submitted by the Party along with Technical bid (Except Financial Bid).	

17.	Documentary proof of minimum 100 Lac turn over. Copies of audited balance sheet and profit & loss account for the last three financial years i.e. FY 2022-23, 2023-24 and 2024-25 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.(As per Annexure-5)	
18.	Minimum 3 years experience in the field of Man power supply or similar works . The proof of experience should be provided with technical bid(As per Annexure-4)	
19.	At least two currently valid Contracts for similar work.	
20.	Solvency Certificate from bidders authorized from bank/financial institute/Revenue Department of State (Value 1 crore)	
21.	Net worth of bidder should be positive.	
22.	Proof regarding local office	
23.	The bidder must have experience of providing at least 90 manpower in a single work order to any Government Department, Central Government, or Public Sector Undertaking (PSU)	
24.	Signed /Complied copy Annexure-06 with documents as requested in same sequence from serial no. 1 to 23.	

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. 24 of the table bid may be rejected.

Declaration by the Tenderer: This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Signature of the Contractor/ Tenderer with SEAL

Annexure-A
(Letter Head of the contractor)
UNDERTAKING

Date:_____

To,
The Unit Head
ITI Limited,
Sultanpur Road, RAE BARELI-229010 (U.P)

Ref:- GeM Order No._____ Dated _____

As per agreement, we M/s,_____, certify that :

1. Net wages of _____ number of employees amounting to Rs._____are Credited to their respective bank accounts on_____Date_____. The bank statement containing the wage paid details to the individual employees are enclosed.
2. The Employee's share of EPF contribution for the month of _____ for _____ number of employees is Rs._____ and Employer's share of EPF contribution is Rs._____,total amounts to Rs._____ paid on _____ through Establishment ID _____& TRRN No_____.
3. The Employee's share of ESI contribution for _____ number of employees is Rs._____ and Employer's share of ESI contribution is Rs._____,total amounts to Rs._____ paid on _____ through Employer's code_____& Transaction No._____.
4. No money has taken back/ recovered from deployed contractual staff except the statutory recoveries.
5. All statutory Labour laws including Minimum Wages act have been compiled.
6. The Professional Tax has been paid to the Corporation and proof of the payment is enclosed.

Yours faithfully,
For M/s _____
Authorized Signatory
With Stamp/Seal

UNDERTAKING

I _____ S/D/o _____ resident
at _____ is willing to work in ITI Limited, Sultanpur Road, Raebareli-
229010 (U.P), through M/s _____ in accordance with the instructions given
to me from time to time. It has been made clear to me that I shall not have any claim for permanent service in the in ITI
Limited, Sultanpur, Road, RAE BARELI-229010 (U.P) and no representation in this behalf shall be entertained by the
Office Authority and such engagement shall be strictly temporary and I shall abide by the terms and conditions. I am
aware that I shall not have any claim of any regular employee of ITI Limited, Sultanpur Road, Raebareli-229010 (U.P).

Signature:

Signature:

(Authorized Signatory of Owner/
Managing Partner/Director of the Agency)

Name:

Designation:

Place:

Stamp:

Date:

Date: