



BID DOCUMENT

LIMITED e-TENDER FOR

SUPPLY OF WOODEN DRUM AS PER TECHNICAL SPECIFICATION MENTIONED IN BID DOCUMENT.

TENDER NO- FE013H DATED 24/09/2022

DUE DATE: 11/10/2022 9:00 PM

Last date for Bid Clarification by bidders: - up to 11/10/2022

Respond to Bid Clarification by ITI: - 11/10/2022

Technical Bid Open: - 12/10/2022 @ 10:00 AM

DGM (PPM, P&LC)

ITI LIMITED

(A Government of India Undertaking)

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

Visit us at www.italtd-india.com

**Pankaj
Sinha**

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Pankaj Sinha
Date: 2022.09.24
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ITI LIMITED

(A GOVT. OF INDIA UNDER TAKING)

SULTANPUR ROAD, RAE BARELI -229010 (UP) INDIA

Tel.: 0535-2287565, 2287387 FAX: 0535-2702106, 2702454.

E-mail: rrpandey_rbl@itiltd.co.in, purepd_rbl@itiltd.co.in, purgpon_rbl@itiltd.co.in

TENDER NO. FE013H

TENDER DATE: 24/09/2022

(Please quote this in all correspondence)

DUE DATE : 12/10/2022

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

TENDER INFORMATION

SI	ITEM CODE	Item Description	Qty(nos.)	Delivery date
1	OFC-WCBLDRUM-004	Wooden Cable Drum Size: (1500mm X 675mm X 700mm) Flange Dia : 1500mm Barrel Dia : 675mm Barrel Inner width : 700mm	660	31-Oct-2022

Note :

- 1- Material should confirm TEC Spec No.G/CBD-01/02.NOV.94 & Its latest amendments (As per attached drawing)
- 2- The Hardware to be used in wooden drum should be as per attached drawing/GR.
- 3- Circum battens should be supplied with drums in sufficient number and size.

1- E-tendering Instructions to Bidders:

Submission of Bids shall be only through e-tendering process on <https://itilimited.euniwizarde.com> which is mandatory for this Tender.

2- Stages of Tenders-

Tender Type: **Two bids** i.e., **Technical and Financial Bids** shall be submitted by the bidder at the same time on the above mentioned tendering portal.

Note:

It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before online submission. Price Bid (Excel Format) may be downloaded and rates may be filled appropriately. For any portal related issues contact: 011-49606060, 7903267845 and 9355030630.

3-Validity of Bid / offer-

Bid shall remain valid for 150 days

4- 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.

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

6- Any product / item / Machine or equipment found faulty during our manufacturing process / system Testing / installation and commissioning / operation of our equipment in field due to deviation from our specifications shall be replaced by vendor free of cost immediately.

7- Last date of Clarification: - The last date of seeking any clarification regarding bid is 11/10/2022.

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Essential Eligibility Criteria for the Bidders

1. Please confirm specification strictly as per our Bid Document & GR which is a part of this bid, in your quotation.
2. Any product / item / Machine or equipment found faulty during our manufacturing process / system testing / installation and commissioning shall be replaced by vendor free of cost immediately.

Bidders should mention their Profile like Name of Firm, Office & Work Address, Fax, Phone, Email ID, Contact Person, Category of Firm (Small/Medium/Large, Dealer, Distributor & Manufacturer etc), Company Registration No., Year of establishment.

3. Bidders should provide their company's Income Tax Permanent A/C No., TIN No., GSTIN No., GST returns, Bid Security, PO copies of tendered items supplied to others, Proof of manufacturer of Wooden Drums etc.
4. The packing, unpacking, loading and unloading of items shall be done by the bidder at their Expense.

5. **Payment Terms:**

Through RTGS after received of material in ITI store.

6. **Terms of Price:** FOR ITI Limited Rae Bareli

7. As per govt. norms, while making payment 2.5 Lacs & above, 2% GST TDS will be deducted
8. As turnover of ITI is more than 10 Cr. every year, Bidder/Seller shall not claim any TCS from us.
9. As per IT rule 194Q, ITI shall deduct IT TDS @0.1% for gross purchases over 50 Lacs from seller..
10. The above enquiry is also available on the website www.itilttd.in, www.eprocure.gov.in for view purpose and for participation & submission on <https://itilimited.euniwizarde.com> only.

TERMINATION

11. 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
12. ITI Ltd, Raebareli without prejudice to any other remedy for breach of contract, by written notice of default, sent to bidder, terminate this contract in whole or in part, if bidder fails to deliver any or all of the goods within the time period, specified in the contract satisfactorily.
13. ITI Ltd, Raebareli reserve the right to accept or reject any bid, and to annul the bidding process, at any time prior to award of contract without assigning any reason what so ever and without there by incurring any liability to the affected bidder or bidders. ITI Ltd, Raebareli also reserve the right to decrease the quantity to be procured against this tender.
14. If bidder is MSME industry, latest certificate must be provided along with the quotation indicating the class i.e. Women/SC, ST etc.

15. **Tender Processing, Opening & Evaluation:**

- (a) Technical Bid will be opened online at 10:00 Hrs on 12/10/2022.
- (b) Price Bids of only those bidders found technically fulfilling the eligibility conditions and found technically acceptable shall be opened on line on a date to be intimated later.
- (c) Complete sets of NIT documents(List given at (d) below) in Original form duly signed using sign-in process and digital signature by the bidder on each page of the tender documents as a token of having acceptance its contents. Power of Attorney has to be provided in case, the tender documents are signed by an authorized representative.

(d) **List Of NIT documents/Check List:-**

- Bid Document (Bid Documents_ FE013H)
- GR : G/CBD-01/02 Nov 94 (RA March 2004) & Drawing
- Annexure- I
- Compliance sheet
- Bid Security Declaration
- Integrity Pact
- Price bid format.

16. ITI reserves the right to reject any or all the tenders without assigning any reason thereof.
17. Tender in which any of the particulars and prescribed information is missing or are incomplete in any respect, are liable to be rejected.
18. Canvassing of any kind is strictly prohibited and the tender submitted by the bidder who resorts to canvassing is liable for rejection.
19. No part of the tender document shall be removed or altered and the whole set as mentioned thereof, must be submitted after being duly filled in and submitted using sign in process and digital signature. Failure to comply with these instructions may result in the rejection of the tender

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20. The bidder should quote for the entire Scope of Work.

21. The Request for Quotation with its all enclosures and annexures shall form integral part of the contract / PO.

OTHER TERMS:

1. STATUTORY LEVIES:

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

2. MODVAT RELIEF:

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

4. INSPECTION:

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

5. GENERAL:

- a. We reserve the right to accept or reject any or all offers and to order full or part quantities or cancellation thereof without assigning any reason whatsoever.
- b. Successful tenderer only will be intimated by post through/letter/mail of intent/firm orders.
- c. 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.

6. DELIVERY SCHEDULE:

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

7. Liquidated Damages Clause:

Time is the essence of contract and the materials, against an order arising out of this enquiry must be delivered by the supplier according to the delivery schedule indicated in the P.O. In case of any change, the supplier should inform us in advance and obtain our approval to the revised delivery schedule. Should the supplier fail to deliver the material or part thereof as per the delivery schedule, or any extension thereof, we shall be entitled at our option either to recover from the supplier, as penalty, a sum equivalent to ½% (half percent) per week for first four weeks and 0.7% per week thereafter for such delay or part thereof or terminate the contract in respect of the balance supply so delayed and purchase materials elsewhere at the risk and cost of the defaulting supplier.

8. LOCAL REPRESENTATION:

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

9. TECHNICAL CATALOGUE:

In the event of any change in the technical catalogue, updated version may be sent to us immediately. It is essential that you simultaneously take up the same with approving authority and their approval copy sent to us.

10. GOVERNING LAW:

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

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

DGM (PPM, P&LC)

ITI Limited Raebareli

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Annexure-I

ITI LIMITED

(A GOVT. OF INDIA UNDER TAKING)

SULTANPUR ROAD, RAE BARELI -229010 (UP) INDIA

Tel.: 0535-2287565, 2287387 FAX: 0535-2702106, 2702454.

E-mail: rrpandey_rbl@itild.co.in, purepd_rbl@itild.co.in, purgpon_rbl@itild.co.in

Enq ref No: FE013H

Date: 24.09.2022

1. General Terms & Conditions:

1. Material should confirm TEC SPEC No. G/CBD-01/02 Nov 94(RA MAR 2004), drawing & its latest amendment.
2. The hardware to be used in Wooden Drum should be as per attached Drawing/GR.
3. Circum Battens should be supplied with Drum in Sufficient number and size.
4. The wooden drums shall properly treated against termites and other insects during transportation and storage as IS:401 as mentioned in GR. Methodology used for the same is also to be submitted.
5. Point wise compliance of GR is mandatory.
6. Wood used, will be checked at NABL certified lab at our end, so the wood must be verifiable.
7. Premises for Assembly of wooden drums will be provided by ITI.
8. Test certificate shall be provided by Parties at the time of supply.

2. Documents to be submitted with Technical Bid:

1. All Documents as called for in the eligibility criteria.
2. Bid security Declaration Printed on letter head and signed by Bidder.
3. Integrity Pact filled and signed by Bidder.
4. Copy of PAN Card.
5. Copy of GST registration Certificate.
6. Certificate of MSME if applicable.
7. Proof of supply/PO of any types of wooden drums to cable manufacturer against valid Purchase Order.
8. Compliance sheet.

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Annexure-III
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)

Enquiry No. FE013H

Dt. 24/09/2022

COMPLIANCE SHEET

GR No. G/CBD-01/02.NOV94

NAME OF MANUFACTURER: _____

No.	Spec. Cl. No.	Parameter	Spec. Limits	Complied or Not	
1	Table	Flange Dia	From 450 mm to 2300 mm		
2	3.5 & Table	FLANGE THICKNESS	Flange dia (mm)	Min thickness (mm)	
			Up to 1000	38, -3.04/+unlimited	
			1001 to 1350	50, -4.00/+unlimited	
			1351 to 2050	64, -5.12/+unlimited	
			2051 to 2300	75, -6.00/+unlimited	
		2300 & above	90, -7.20/+unlimited		
3	4.2	ASSEMBLY OF FLANGES	a) When two plies are used, they should be at 90°s		
			b) When 3 plies are used, they shall be placed so that plies are at 60° & 120°s respectively to the 1st ply.		
4	4.2.2	CONCENTRIC RING OF NAILS ON THE FLANGES	a) Flange piles shall be fastened with wire nails which shall have sufficient length for clinching. The head of the nail shall be counter-sunk from the inner side and shall be clinched on the the outer side of the flange		
			b) The nails shall be positioned in concentric rings at not more than 150mm intervals from the outer perimeter upto perimeter of the barrel disc.		
			c) The Outermost ring shall not be less than 25mm & not more than 50mm from periphery of the flange.		
5	4.2.3	YELLOW PAINTING	Both the outer sides of the flanges of the cable drum shall be painted yellow to facilitate clear markings such as size/gauge of cables, supplier's name and place, details about length, rolling mark etc. The shade should be good.		
6	4.3	Cable end guide	Suitable cable end guide on inner side of the drum flangs shall be provided for leading inner end of the cables. The thickness of the guide shall be such that the cable can rest on the guide without slipping. The surfaces of the guide planks shall be chamferred properly in order to avoid damage to the cable surface, one of the flanges of the cable drum shall have the end guide		
7	4.4	SPINDLE HOLE	The diameter of the spindle hole shall be 80mm		
		SPINDLE PLATE	Flange dia (mm)		Size (mm)
			Up to 1000		Normally no plate
			1001 to 2300		200x200x5
		2301 & above	250x250x8		
8	4.4.1	Drive Hole	A drive hole of suitable diameter at a distance of 300 mm or less from the centre of the flangs shall be provided to facilitate transmission of motion on the take-up assembly		

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9	4.5.1	END SUPPORT	The barrel end support shall be of disc type made up with single ply boards. In case of two plyflanges the disc is at 90o to the inner ply of the flange. In case of three ply flanges the disc shall be 60o to the inner ply of the flange.	
10	4.5.2	CENTRE SUPPORT	A support shall be provided at the center of the barrel for drum of over 900 mm width between flanges. The centre support shall be of two plies. The thickness shall be at least the same that of the end support. The barrel lagging shall also be nailed on it.	
11	4.5.3	CROSS STRUTS	For all drums where the width between flanges exceeds 600mm the barrel shall be further strengthened by cross struts.	
12	4.5.4	Barrel Bolts	Flange dia (mm)	Size (mm)/Nos.(Min)
			Up to 1000	M-12 / 03 Nos
			1001 to 1350	M-16 / 06 Nos
			1351 to 2050	M-20 / 06 Nos
			2051 & above	M-22 / 08 Nos
13	4.5.4.1	Drainage Holes	A suitable number of drainage holes shall be drilled through each flange and barrel support. They shall be spaced as equidistant as possible and positioned as close as possible to the underside of the barrel lagging	
14	4.5.5	Barrel Lagging	Thickness of barrel lagging	
			Flange dia (mm)	Thickness
			Up to 1350	Min. 20 mm
			More than 1350	Min. 30 mm
15	4.5.6	BARREL DIAMETER	Min barrel dia shall not be less than 14D + 150 mm where 'D' is the diameter of the cable in mm. Barrel diameter shall not be less than 40% of the flange diameter	
16	4.5.7	WIDTH BETWEEN FLANGES	Width between flanges shall not be less than 33% & not more than 66% of the flange diameter.	
17	5.1	Dimention of bolts & nuts fixing the spindle	Flange dia (mm)	Spindle Bolt size
			Up to 1000	---
			1001 to 2050	M-12
			2051 & above	M-20
		Washer size of spindle Plate	Flange dia (mm)	Min Washer size (mm)
			Up to 1000	Nil
			1001 to 1350	40x40x4
			1351 to 2050	50x50x5
			2051 to 2300	80x60x5
			2301 & above	60x80x5
		BARREL BOLTS WASHERS	Flange dia (mm)	Min. size of washer (mm)
			Up to 1350	50x50x5 or 50 dia x 5
			1351 to 2050	60x60x5 or 60 dia x 5
2051 & above	80x80x6 or 80 dia x 6			

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18	7.1	CIRCUM BATTENS (Thickness of the battens)	Flange dia (mm)	Min.Thickness (mm)	
			Up to 1350	25	
			Above 1350	38	
19	7.2	METAL REINFORCEMENT (Steel dimensions width x thickness)	Flange dia (mm)	Steel tape dimensions (mm)	
			Up to 1350	25x0.50	
			1351 & above	25x0.75	
20	7.3	STRENGTHENING OF PACKED DRUMS	The protruding portions of the barrel bolts having threads, after tightening of the nuts shall be mechanically damaged to prevent the movement of the nuts.		
21	11.1	MARKING	Each drum is to be marked with the words "ROLL THIS WAY" and shall be underlined by a direction arrow. The arrow shall point in the direction to which the outer end of the cable emerges. Size of the lettering and the thickness of the arrow shall be as follows		
			Drums upto 600mm dia	37mm	
			600 upto 1200mm dia	50mm	
			1200mm & above	75mm	
22	11.2	MARKING OF DRUM NUMBER	Each drum shall bear a distinguishing number neatly cut at least at one flange. The size of the figures shall be		
			Drums upto 900mm dia	50mm height	
			901mm dia & above	75mm height	

INTEGRITY PACT

PURCHASE ORDER No.

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

BETWEEN:

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

AND:

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

Preamble

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

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

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

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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

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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 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

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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 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 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

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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.

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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
VigyanpuriMahanagar
LUCKNOW – 226 006

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

SECTION 9 – FACILITATION OF INVESTIGATION

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

SECTION 10 – LAW AND JURISDICTION

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

SECTION 11 – PACT DURATION

- 11.1 This Pact begins when both the parties have legally signed it. It expires after 12 months on completion of the warranty/guarantee

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period of the project / work awarded, to the fullest satisfaction of the Principal.

- 11.2 If the Contractor(s) is unsuccessful, the Pact will automatically become invalid after three months on evidence of failure on the part of the Contractor(s).
- 11.3 If any claim is lodged/made during the validity of the Pact, the same shall be binding and continue to be valid despite the lapse of the Pact unless it is discharged/determined by the Chairman and Managing Director of the Principal.

SECTION 12 – OTHER PROVISIONS

- 12.1 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate Office of the Principal at Bengaluru.
- 12.2 Changes and supplements as well as termination notices need to be made in writing by both the parties. Side agreements have not been made.
- 12.3 If the Contractor(s) or a partnership, the pact must be signed by all consortium members and partners.
- 12.4 Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 12.5 Any disputes/ difference arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.
- 12.5 The action stipulates in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

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

For PRINCIPAL

For CONTRACTOR(S)

.....

(Name & Designation)

(Name & Designation)

Witness

Witness

1) 1).....

2) 2).....

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