

NOTICE INVITING TENDER

On line tenders are invited from the contractors registered / working with CPWD/MES/Railways/State/PWD/PSUs/ITI Ltd for the following works at ITI LTD Mankapur, experienced in similar type of work. Similar type means job related to skilled nature of job.

SI	NIT No. & NAME OF WORK	Estimated Cost (Rs.)	Earnest Money (Rs.)	Completion Period	Date of Sale/ Close of Tender Doc	Date of receipt / Opening
1.	Providing Driving Service for company Vehicles at ITI Ltd. Mankapur	23.36 Lakhs	47000.00	12 Months	13.05.2021 to 01.06.2021	02.06.2021 up to 11.00 AM / 02.06.2021 up to 11.30 AM

Tenders will be accepted under the two-bid system as below: -

1. The technical bid should contain the following documents: Bidder/ Vendor should qualify (pass) each of the following Bid eligibility criteria.

1.1 Satisfactory completion certificate / work order issued by competent authority not below the rank of Executive Engineer for similar type of work done in the last three years for an equal amount in single order. However working contractors of ITI Limited will be eligible to participate in the bid if the cost of single tender executed by them is 50% of this NIT being called for.

1.2 Copy of PAN Card under Income Tax Act.

1.3 Copy of Provident Fund Registration.

1.4 Copy of GST Registration Certificate.

1.5 Copy of ESI Registration Certificate.

1.6 Cost of Tender document in form of IPO / DD in case of tender downloaded from web site.

1.7 The Earnest money should be deposited in form of Demand Draft of Schedule Bank payable at SBI, ITI Township Branch, Mankapur, branch Code 8549. EMD will be returned to the tenderer whose tenders are not accepted, without any interest on the amount.

1.8 Vendor bidding first time should attach valid Character antecedent certificate from District Magistrate.

1.9 Terms & Condition, Technical specification, Compliance sheet etc. It should contain all documents except priced BOQ.

2.0 FINANCIAL CRITERIA: The annual turnover of the bidder for the last three accounting years should be attached.

2.2 DECLARATIONS BY THE BIDDER: Bidder is not under liquidation, court receivership or similar proceeding or banning order by in ITI Limited / PSU/ Government enterprises. Bidders need to submit the above declarations . Bidders who do not satisfy the above conditions will not be considered for evaluation and ordering.

2.3 Bid declaration form on Rs.

2.4 Affidavit for Proprietor ship firm / Partnership deed / Memorandum of Article of firm.

All the documents as mentioned above must be signed and stamped as token as acceptance.

Bidder has to indicate whether they are MSME registered vendor/DIPP recognized Startups with supporting documents. MSME vendors have to indicate whether they are SC/ ST owned or women owned.

2. The Price Bid should contain the rates in our bill of quantity signed and stamped as token of acceptance.

3. Tenders will be opened in presence of tender or their authorized representative who may like to be present. Price bid of eligible bidders will be opened after technical evaluation. The opening date will be intimated by phone / e-mail.

(2/2)

4. The tenderer must indemnify himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering in to contract and must examine the work and must visit the site and inspect the site of the work and acquaint himself with all the local conditions means of access to the work, nature of work and all matters pertaining there to the tenderer deemed to have studied and fully acquainted himself with the working conditions etc. Once the tender submitted for the work, no claim at a later date on account of lack of knowledge of the site and working conditions will be entertained.
- 5.. ITI Ltd. Reserve the right to accept OR reject any tender or split the tender in any number of parts without assigning any reason thereof.
6. Conditional tenders will not be accepted.
7. Hard copy of tender will not be accepted.
8. The tenderers are requested to bring original documents of Certificate at the time of opening the tenders for verification purpose.

Instructions for Online Bid Submission through MHRD e-Biding Portal:

The bidders are required to submit soft copies of their bids electronically on the e-wizard Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the e-Procurement Portal <https://itiltdeuniwizarde.com/>, prepare their bids in accordance with the requirements and submitting their bids online on the e- Procurement Portal.

More information useful for submitting online bids on the e-Procurement Portal may be obtained at: <https://itiltdeuniwizarde.com/>

REGISTRATION

1. Bidders are required to enroll on the e-Procurement Portal (<https://itiltdeuniwizarde.com/>) by clicking on the link “Bidder Enrollment” on the e-wizard Portal by paying the Registration fee of Rs. 2360/- per year charge.
2. As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidder.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Capricorn / Sify / TCS / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC"s to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
7. The scanned copies of all original documents should be uploaded on portal.
8. For any Query contact to our helpdesk Number 011-49606060, Email: ewizardhelpdesk@gmail.com
Mr. Navneet -9355030630, / Mr. Akshay -/09355030623.

P.N.JHA
MANAGER (CS)
ITI LIMITED MANKAPUR
E mail no. pnjha_mkp@itiltdeuniwizarde.com
Phone no.05265-230184

Tender ID No. : ELPE0093**Date : 13.05.2021****BILL OF QUANTITY (Price Bid)****ITI LIMITED, MANKAPUR**

Tender ID No.

ELPE0093**Tender Inviting Authority : ITI LIMITED , MANKAPUR****Name of Work : Providing Driving Service for company Vehicles at ITI Limited, Mankapur****Ref No. : ESSM/Plant/TPT/D/2021-22/05**

Name of Bidder					
SL.N O	DESCRIPTION OF WORK	UNIT (Job)	Rate/Job/Month	AMOUNT FOR ONE MONTH	AMOUNT FOR 12 MONTHS
1	Providing driving services for company vehicles during all working days. –	12			
2	Providing driving services to drive material handling equipment on all working days. – (Fork Lift Truck)	2			
	Total				
	Add 18% GST				
	Total Amount				

Amount in words: Rupees.....

It is certified that all terms and conditions of the ITI Limited are acceptable to us.

SIGNATURE & SEAL OF THE CONTRACTOR

Ref No: ESSM/Plant/TPT/D/2021-22/05

M/s. ITI LIMITED, MANKAPUR

NOTICE INVITING TENDER

Part – 1 Techno-Commercial Bid (Page no. 1 to 6)

1. Tender reference	ESSM/Plant/TPT/D/2021-22/05 ELPE0093
2. Name of the Work	Providing driving Services for company vehicles at ITI Limited, Mankapur
3. Duration of Contract	One year
4. Estimated cost	2335687.00 Rupees
5. Earnest Money Deposit	47000.00 Rupees
6. Last date and time for the receipt of Completed tender	11.00 AM 02.06.2021
7. Date and time for tender opening	11.30AM 02.06.2021
8. Place of submission of completed Tender	To be dropped in the Tender cell at ITI Mankapur

This tender document contains 06 Pages which includes General Instructions to the bidders, Scope of work and Terms & Conditions, Essential criteria for evaluation of techno-commercial bids, Price bid etc. as follows.

SIGNATURE &SEAL OF CONTRACTOR

Ref No: ESSM/Plant/TPT/D/2021-22/05

TENDER FORM

TO,

Manager (CS)

ITI LIMITED

Mankapur
DISTT. GONDA (U.P.)

TENDER FOR Providing driving Services for company vehicles at ITI Limited, Mankapur
TENDER NO -

Dear Sirs,

I/we.....Son/Daughter of
Shri.....Proprietor/partner/CEO/MD/DirectorofM/S
.....R/O..... have read and examined the following documents
relating to the above work:

- (a) Notice inviting tender.
- (b) Specifications/Schedule of rates.
- (c) Drawings.
- (d) General condition of contract including contractor’s labour regulations, Model Rules for labour Welfare and safety code appended to these conditions together with the amendments there to Nos. 1 to 55

I/we hereby tender for execution of the work referred to in the aforesaid documents upon the terms and conditions contained or referred to therein and in accordance in all respects with the specifications, designs, drawings and other relevant details at the rates contained in schedule of rates and within the period of completion as stipulated for the total sum of Rs.....

(e)I/We have submitted tender cost by way of DD/IPO/Bankers cheque bearing no.....
.....dated.....in envelop no (1) with technical bid

(f) I/We have submitted Bid SecurityDeclaration/ EMD cost by way of DD/IPO/Bankers cheque bearing no.....
.....dated.....in envelop no (1) with technical bid

In consideration of I/we being invited to tender, I/we agree to keep the tender open for acceptance for Three month from the due date of submission there of and not to make any modifications in its terms and conditions which are not acceptable the company.

SIGNATURE & SEAL OF CONTRACTOR

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If after the tender is accepted, I/we fail to commence the execution of the works as provided in conditions i/we agree that the company shall without prejudice to any or their right or remedy be at liberty to forfeit the said earnest money absolutely.

I/we further agreed in case My/Our tender is accepted, deposit the security amount in accordance with the general terms and conditions enclosed herewith.

I/we attach here with by me/us a statement showing the details of works carried out for reference and to substantiate my/our experience and capacity to carryout the work on tender.

OurBankers.....
.....

I/we also undertake to complete all work and handover the same the same in a satisfactory manner to the company or their authorized representative within Two months in accordance with clause 12 of the general terms and conditions. I/We under stand and note that the decision to entrust the above work to the lowest signed in the presence of :

ADDRESS:.....

YOURS FAITFULLY

DATE:.....

(CONTRACTOR)

1. Witnesses : _____
 Date: _____
 Address: _____

2. Witnesses: _____
 Date : _____
 Address: _____

SIGNATURE & SEAL OF CONTRACTOR

ANNEXURE – B

Bid-Security Declaration
(to be submitted by the bidders)

We, the undersigned, declare that:

We accept that in case we are in breach of our obligation(s) under the following term and conditions against Tender ID..... Date 00.00.2021, Due on 00.00.2021 we will automatically be excluded from being eligible for Bidding or submitting Bid in any contract with ITI LIMITED for the period of two years from the date of signing this Bid-Security Declaration: -

- (a) have withdrawn or modify our Bid after tender opening during the period of Bid validity specified in the tender.
- (b) having not accepted the correction of errors in accordance with the Instructions to Bidders or
- (c) having been notified of the acceptance of our Bid by ITI Limited during the period of Bid validity (i) fail or refuse to furnish the performance security in accordance with the NIT, or (ii) fail or refuse to execute the Contract in accordance with the ITI LIMITED.

We understand this Bid-Security Declaration shall expire, if we are not the successful Bidder, upon the earlier of C(i) our receipt of your notification to us of the name of the successful Bidder; or C(ii), thirty (30) days after the expiration of Bid Validity specified in the tender.

Sign and seal

Name of authorized Official

Legal Stamp

ITI LIMITED, MANKAPUR

Scope of Work and General Terms & Conditions.

NAME of WORK: **Providing Driving Service for company Vehicles at ITI Ltd. Mankapur**

1. The contractor shall ensure that drivers engaged by him have valid commercial / transport driving licenses for heavy motor vehicles to drive the following ITI Limited , Mankapur owned vehicles . a) Ambassador Car , Maruti Van/ Ambulance , TATA Winger Ambulance, Maruti Gypsy, Mahindra Jeep , heavy vehicles, material handling equipments and any other Company vehicle.
2. The normal operation of vehicles is for 8 hours/day, any time between 6.15A.M to 02.15 P.M(A-Shift),02.15 P.M. to 10.15P.M.(B-Shift) and from 10.15P.M. to 06.15 A.M(C-shift) & 9.00AM to 5.00 PM (General Shift) on all working days of ITI Limited , Mankapur. However, if required, the contractor shall ensure that the drivers engaged by him continue beyond normal duty hours.
3. During holidays/ Sundays, if driving service is required, prior information would be given to the Contractor or driver engaged by him and on receiving such information it shall be ensured that driving service is provided on such days.
4. The contractor is informed that driver engaged by him have to do duty for outstation trips with short notice.
5. The agency would ensure that employee would attend to work on time and in case of any absenteeism; suitable substitute should be provided to take care of the work.
6. The agency shall be responsible for police verification as well as identity of persons engaged by him.
7. The agency shall issue identity cards to the engaged person and submit a copy to ITI Ltd., Mankapur for records.
8. The driver employed by the agency as herein above shall remain always employee of the agency and shall have no claim of whatsoever nature against the ITI Ltd. The ITI Ltd shall in no way be responsible to third parties for any of their acts or deeds.
9. The numbers of job may vary according to the requirement of the department/organization.
10. The contractor shall ensure that driver engaged by him follow all the traffic rules and comply with the provisions of Motor vehicle Act, 1988. Any penalty for traffic violation imposed by the traffic police will be to the Contractor's account. ITI Limited, Mankapur will not reimburse the same under any circumstances.
11. The contractor or drivers engaged by him shall maintain records in trip sheet / log book provided for the vehicle on day to day basis and make available the same for verification by ITI Ltd. Mankapur whenever so required.
12. Experience of driving job of motorcar for at least 5 years and not been involved in any accident.
13. **Liquidated Damages:** For all delays attributable to Contractor in connection with non completion of jobs which do not merit extension of time /exclusion of delay in services the Contractor shall have to pay ½ %value per week of delay subject to maximum of 5 % of contract value or part thereof delay in the completion of work. (Minimum Rs. 500.00 each offence of the contract) .The liquidated damages shall be recoverable from the payments due to Contractor.

It may be noted that the deduction of liquidated damages shall not however, absolve the Contractor of his responsibility and obligations under the contract to complete the work in it is entirely.

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14. All rates quoted by bidder will be mentioned with GST and other Government levies otherwise it will be presumed the quoted prices are inclusive of all taxes.
15. Sufficient persons have to be posted day-to-day work execution.
16. The contractor will ensure suitable arrangement for gate entry of workers in time.
17. The drivers engaged by the contractor will deploy for local and outstation duties in India as required by ITI Limited, Mankapur.

II. MINIMUM QUALIFICATION REQUIREMENTS OF THE CONTRACTOR:

1. The contractors should have a valid registration certificate of Establishment issued under Shops and Commercial Establishment Act-1961 / Co-Operative Societies Act / The Indian Partnership Act-1932 / The Company's Act.
2. The contractor should have PAN, EPF Code, ESICode and GST number.
3. The contractor shall have experience of similar works. (Similar work means providing driving service job / any labor job contract).

III. CONTRACTUAL AND LEGAL OBLIGATIONS OF THE CONTRACTOR:

A. CONTRACTUAL:

Towards selection, control and supervision of employees:

1. Contractor shall supervise the work allotted to him and to be carried out by his employees.
2. Contractor to ensure that the employee deployed in the premises of ITI Limited, Mankapur are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
3. Contractor to provide Employment card/Identity card with photograph duly verified and attested by the Contractor to his employees. Contractor should indicate the name of the proprietary/partnership firm/Company, place of work, contract reference and duration of validity in the card.
4. Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission from ITI Limited, Mankapur
5. Contractor will keep watch on his employees and will be liable for any pilferage / loss to ITI LIMITED, MANKAPUR due to acts of omission and commission by his employees. Similarly liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
6. The contractor shall be responsible for enforcing all safety regulations as applicable. The drivers should be equipped with mobile phone for communication. The contractor shall provide the mobile phone facility and charges.
7. In the event of termination of contract for any reason whatsoever, the contractor shall withdraw his employees from the establishment of ITI LIMITED , MANKAPUR. In case, contractor decided to terminate services of his employee, he should settle all terminal dues including retrenchment compensation.

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B) TOWARDS STATUTORY LIABILITY:

1. All statutory requirements under Minimum Wages Act-1948, Payment of Wages Act-1936, Workmen Compensation Act-1923, EPF & MP Act-1952, ESI Act-1948, The Contract Labour (R&A) Act-1970, Payment of Bonus Act-1965, Income Tax Act, GST Act and all other applicable Acts shall be complied with by the contractor.
2. Contractor shall comply with all relevant statutory requirements, rules, regulations and notifications issued from time to time by the concerned authorities in relation to employment of his employees.
3. Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to ITI LIMITED, MANKAPUR.
4. In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit / other dues/running bills under the contract can be utilized by ITI LIMITED, MANKAPUR to discharge the liability of the contractor.
5. Contractor shall indemnify ITI Limited, Mankapur against all claims by statutory authorities and laws under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
6. The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
7. Over and above the daily wage rate, payment shall be made for leave with wages.

IV GENERAL TERMS & CONDITIONS:

1. The relationship between ITI, Mankapur and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.
2. The contractor shall maintain regular contact with the designated employee(s) of ITI Limited, Mankapur and will interact on matters relating to the work, if awarded.
3. In case the contractor does not carry out the Contractual/Statutory obligations or the services rendered by him are found to be unsatisfactory, ITI Limited, Mankapur shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency/anomaly within three days time failing which, ITI Limited, Mankapur reserves the right to terminate the contract. In such an event, no compensation will be payable for the contractor.
4. The decision of ITI Limited, Mankapur regarding interpretation of any of terms and conditions set forth in this agreement shall be final and binding on the contractor.
5. Notwithstanding anything contained in this NIT, the contract may be terminated by ITI Limited, Mankapur without assigning any reason thereof by giving a notice of 30 days to the contractor.
6. The Contractor shall ensure that the minimum wages (skilled) and other allowances payable to the drivers deployed under the contract shall not be less than the indicative rates given declared by the latest notification for minimum wages by Govt.
7. Further, the Contractor shall ensure timely disbursement of wages as per Payment of Wages Act and shall maintain proper records of such disbursements.

V MEASUREMENT OF THE JOB & PAYMENTS THEREOF:

1. The transport staff of the unit will periodically inspect the services being provided by the contractor and if deficiencies are observed the same will be communicated to the contractor and the contractor shall rectify the same immediately to the satisfaction of the designated officer.
2. The method of measuring the job carried out by the contractor is monthly basis.

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3. Payment will be made monthly (based on work carried out by contractor) after verification of bills within a month from the date of submission of Bill for payment.
4. Number of job required to be run the vehicle may vary (increase/decrease) depending upon the requirement. The contractor shall provide driving services accordingly. The driving service charges per day for additional requirement (Sundays/Holidays) would be arrived at by dividing monthly rate by 26. Same formula would be applied for deductions also, if service is not provided on any-day.
5. Log sheet/book to be maintained for the work carried out daily/monthly shall be certified by the contractor's representative and ITI Limited, Mankapur official.

VIDURATION OF THE CONTRACT:

The contract period is one year from the date of commencement. However the contract period may be extended on mutual consent for further period of one year on same rates, terms & conditions.

VII. ARBITRATION & GOVERNING LAW:

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives, at any time, in connection with construction, meaning, operation, effect, interpretation or out of the NIT, contract or breach thereof, the same shall be referred to Arbitration of a Sole Arbitrator appointed by UNIT HEAD, ITI Limited, Mankapur and will be binding to both parties.

VIII EARNEST MONEY DEPOSIT (EMD):

1. A sum of Rs. 47000.00 (Rupees forty seven thousand only) as Earnest Money Deposit along with the tender (Techno-commercial Bid), payable in the form of Crossed Demand Draft / bankers cheque in favor of ITI Limited, Mankapur payable at SBI, ITI Township, Mankapur. The Tenders without EMD are liable to be rejected.
2. Earnest Money will be refunded to the unsuccessful tenderer after finalization of contract without interest on the amount.
3. EMD will be adjusted against Security Deposit in case of Successful Tenderer.

IX SECURITY DEPOSIT: Security Deposit: 3% will be deducted as security for successful completion of work from the bill. The E.M.D deposited will be adjusted in security. The security deducted as above will be refunded after completion of contract or after final bill whichever is later

X The tender submitted on the behalf of a firm shall be signed by all the partners or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract, otherwise the tender is liable is to be rejected.

XITERMS OF PAYMENT- Monthly Running account bills basis .

SIGNATURE & SEAL OF CONTRACTOR

PRE CONTRACT INTEGRITY PACT

TENDER ENQUIRY-ELPE0093/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 bidder/contract ON THE SECOND PART.

Preamble

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

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

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

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

SECTION 1 – COMMITMENTS OF THE PRINCIPAL

- 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 excludefrom the processall known prejudiced persons.

1.2 If the Principalobtains information on the conduct of any of its employee, which is a criminal offence underIPC/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 actionas per its internal laid down Rules/Regulations.

SECTION 2 – COMMITMENTS OF THE BIDDER/CONTRACTOR

2.1 The Bidder(s)/Contractor(s)commitshimself to take all measures necessary to prevent corruption. He commits himselfobserve 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 transgressions, 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 be 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 or any Government Department in India that could justify his exclusion from the tender process.
- 4.2 If the Bidder(s)/ Contractor(s) makes an 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 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 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-226006

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.
- 12.3 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.
- 12.4 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 Pactat 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).....

ANNEXURE-I

**ITI LIMITED, MANKAPUR DISTT – GONDA - 271308
PROFORMA FOR TECHNICAL BID FOR PROVIDING DRIVING SERVICE
FOR COMPANY VEHICLES AT ITI Ltd. MANKAPUR ON MONTHLY BASIS**

1. Name of the firm:

2. Address:

Sl. No	Name of desired Documents	Whether copy of desired Certificate /documents are enclosed :Yes/NO
1	Valid Registration certificate of the Firm/Company(attach attested copy of the certificate) and Affidavit for Proprietor ship firm / Partnership deed / Memorandum of Article of firm.	
2	Experience & Past performance on similar contracts for last three years in Govt. departments/PSU/MNCs etc.	
3	Valid PAN No. (Attach self-attested copy of the PAN Card) and last three years Income returns.	
4	Valid EPF & GST registration No. (attach self attested copy of the certificates)	
5	ESI Registration Certificate(attach self attested copy of the certificates)	
6	Earnest money deposit :Pay order / Bank draft for Rs. 47000.00 in favor of ITI Limited, Mankapur as Earnest Money or bid security declaration form on Rs.10.00 stamp	
7	Undertaking that their firm/agency is not declared black listed by under liquidation, court receivership or similar proceeding or banning order by in ITI Limited / PSU/ Government enterprises.	
8	Letter of Authorized signatory	
9	Character antecedent certificate from District antecedent Magistrate if bidding first time	
10	Terms & Condition, Technical specification, Compliance sheet etc. It should contain all documents except priced BOQ.	
11	Name of the Person(s) and designation authorized for signing the contract/dealing with ITI LIMITED , MANKAPUR	
13	MSME registration with complete details with enclosing proof.	
14	Acceptance/signature and seal of Pre -Integrity Pact as placed Annexure	

Date:

SIGNATURE & SEAL OF THE CONTRACTOR

Name: