



**BID DOCUMENT**

**OPEN, INLAND, CAPITAL & NON-GLOBAL E-TENDER FOR**

**“CABLE REWINDING LINE WITH PRINTING FACILITIES “**

***TENDER NO-*** RSR27B007CL-R ***DATED :*** 28.04.2022

***DUE DATE:*** 17.05.2022 ***17:00Hrs***

***Last date for Bid Clarification by bidders: - up to 12.05.2022***

***Respond to Bid Clarification by ITI: - 16.05.2022***

***Technical Bid Open: - 18.05.2022 @ 10:00 Hrs***

***Chief Manager (PPM)***

**ITI LIMITED**

**(A Government of India Undertaking)**

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

**Visit us at [www.itiltd-india.com](http://www.itiltd-india.com)**

**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](mailto:rrpandey_rbl@itiltd.co.in), [geetika\\_rbl@itiltd.co.in](mailto:geetika_rbl@itiltd.co.in)**

**TENDER NO. RSR27B007CL-R**

**TENDER DATE: 28.04.2022**

*(Please quote this in all correspondence)*

**DUE DATE : 17.05.2022**

ON BEHALF OF ITI LIMITED, RAE BARELI, 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**

SN	Item Code	Item Description	Qty. (Set )	Delivery Reqd.
1	CMOFC010005	Cable Rewinding Line With Printing Facility	1	May -22
Note: Annexure-1: Scope of work & Technical Specifications. Annexure-2: General requirement . Bidder must comply both the Annexures .				

**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: 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 12.05.2022.

### **Essential Eligibility Criteria for the Bidders**

1. Test certificate shall be provided at the time of supply.
2. Please submit leaflet/datasheet/brochure/CACT certificate etc. along with quotation.
3. Please confirm specification strictly as per our Bid Document , Annexure-1 & Annexure-2 which is a part of this bid, in your quotation.
4. 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.
5. 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.
6. Bidders should provide their company's Income Tax Permanent A/C No., TIN No., GSTIN No., audited balance sheets, GST returns ,Bid Security ,PO copies of tendered items supplied to others etc.
7. The packing, unpacking, loading and unloading of items shall be done by the bidder at their Expense.

8. **Payment Terms:**

**LC 60 days.**

**70% Payment – After receipt of material at ITI store & acceptance of document through LC .**

**20% Payment – After successful installation & commissioning through LC .**

**10 % through RTGS 15 days after submission of PBG, Validity of PBG will be till warranty period. PBG be 3% of total PO value .**

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

10. As per govt. norms, while making payment 2.5 Lacs & above, 2% GST TDS will be deducted
11. As turnover of ITI is more than 10 Cr. every year, Bidder/Seller shall not claim any TCS from us.
12. As per IT rule 194Q, ITI shall deduct IT TDS @0.1% for gross purchases over 50 Lacs from seller..
13. The above enquiry is also available on the website [www.italtd.in](http://www.italtd.in), [www.eprocure.gov.in](http://www.eprocure.gov.in) for view purpose and for participation & submission on <https://italimited.euniwizarde.com> only.
14. **Warranty & Comprehensive AMC:** Strictly As per Annexure-2.

15. **Important Note: Determination of Lowest Bidder ( L-1)**

- (a) The quoted Price for Machines in INR only should be Inclusive of Installation & Commissioning charges as per our Scope of work, uploaded along with tender document.
- (b) The Rates quoted for On-Site Comprehensive AMC (CAMC) charges in INR only will be taken into account for commercial competitiveness while evaluating for L1 bidder.
- (c) The cost of CAMC will be added to the Basic Price of machines for the purpose of Evaluation of L-1 at the discount rate of 12 % Per Year. Since the CAMC is to be entered at the end of warranty period for 2 years the calculation of NPV will be done as follows:-

Net Present Value (NPV) of CAMC= Quoted rates of CAMC for 1<sup>st</sup> year/ ( 1.12)<sup>2</sup> + Quoted rates of CAMC for 2<sup>nd</sup> year/ ( 1.12)<sup>3</sup> + Quoted rates of CAMC for 3<sup>rd</sup> year / ( 1.12)<sup>4</sup>

- (d) The NPV calculated at (c) above will be added to Basic price quoted. for determining Lowest bidder( L-1)

(e) If the NPV of CAMC for any year ( 1<sup>st</sup> year , 2<sup>nd</sup> year & 3<sup>rd</sup> Year) quoted by bidder is less than 2 % then it be considered as 2 % for evaluation purpose only.

## **TERMINATION**

16. 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
17. 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.
18. 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.
19. If bidder is MSME industry, latest certificate must be provided along with the quotation indicating the class i.e. Women/SC, ST etc.
20. **Tender Processing, Opening & Evaluation:**
  - (a) Technical Bid will be opened online at 10:00 Hrs on 18.05.2022.
  - (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 (e) 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 Security Declaration
    - Integrity Pact
    - Price bid format.
    - Annexure-1
    - Annexure-2
    - Annexure-3
    - Annexure-4
21. ITI reserves the right to reject any or all the tenders without assigning any reason thereof.
22. Tender in which any of the particulars and prescribed information is missing or are incomplete in any respect, are liable to be rejected.
23. Canvassing of any kind is strictly prohibited and the tender submitted by the bidder who resorts to canvassing is liable for rejection.
24. 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.
25. 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.

**3. 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.

**4. 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.

**5. DELIVERY SCHEDULE:**

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

**6. 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 Bareilly 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.

**Chief Manager (PPM)**

ITI Limited Raebareilly

Sultanpur Road, Raebareilly -(U. P. )-229010

**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)

**Scope of Work & Technical Specifications**  
**(Cable Rewinding Line with printing facility)**

**1. SCOPE OF WORK**

- 1.1. The work involves supply, installation, testing & commissioning of the below mentioned Machine at ITI Limited, Rae Bareli (UP, India). It also includes trial run and operation & maintenance training on the Machinery / Equipment.

<b>Sl.</b>	<b>Item Description</b>	<b>Quantity</b>
<b>(i)</b>	<b>Cable Rewinding Line with printing facility</b>	<b>1 Set.</b>

- 1.2. Compressed Air shall be provided near point of use by ITI Limited, Rae Bareli. PU tubes and other accessories required to distribute it in the machine line shall be supplied and installed by the bidder.
- 1.3. Complete Electrical Distribution Panel & Control Panel for Machine line shall be supplied & installed by the successful Bidder. However, ITI will provide 3 phase 415 Volt  $\pm 10\%$ , 50 Hz uninterrupted power supply through suitable TPN / MCCB at only one point near each Machine Line. Bidder shall distribute the power supply at all the required points. Cables & Transformers (if any) required from TPN / MCCB to the machine line shall be supplied and installed by the bidder only. Bidder shall provide the load of the complete system well in advance.
- 1.4. Bidder shall install all the electrical cables in proper cable tray of suitable dimensions so as to avoid interference of cable with manpower/machine. Proper trays should cover the entire cables up to machine end. All the electrical connections should be properly insulated.
- 1.5. The Successful Bidder shall arrange & provide all consumable items for Installation, Testing and Commissioning of the machine at site free of cost. Any additional item mandatory for Installation & commissioning but not indicated in the bid shall be provided by the Bidder without any extra cost. Any other item, required for completion of the job will be on Bidder's account except raw materials for trial run.
- 1.6. Any other item/equipments which are essentially required for successful and smooth running of the machine line shall be supplied and installed by the bidder. The machine lines shall be complete in all respect.
- 1.7. Any software up gradation shall be done by the party if required in future.

### 2. TECHNICAL SPECIFICATIONS

#### i) Cable Rewinding Line with printing facility: Quantity – 1 Set.

- The rewinding line shall be capable of winding at speeds of 100 mpm or more with required printing through Hot Foil Indentation method.
- The hot foil printer shall have length counter, cable ID marker , segments for different text marking ,character printing facility , 02 Nos. of Printing tape holding arrangement & Temperature controller shall be provided to adjust the temp while embossing .The cable marking is to be made as per details below –
  - A suitable marking, which can last long, shall be applied in order to identify the cable from other cables. The marking on the cable shall be indelible of durable quality and at regular intervals of 1 meter length. The accuracy of the sequential marking must be within -0.25% to +0.5% of the actual measured length. The marking on the cable must not rub-off during normal installation and in life time of optical fibre cable.
  - The marking shall be of clearly contrast color in case of Hot Foil Indentation method is used. The color used must withstand the environmental influences experienced in the field.
- Machine Configuration :-
  - Pay Off (having Step Type Spindle)
    - Minimum Flange size : 1000mm
    - Maximum Flange size : 2250mm
  - Dual wheel Pay Off Tension Dancer
  - Pay Off Centering Device.
  - Hot Foil Printer
  - Caterpillar
  - Dual wheel Take Up Tension Dancer.
  - Take up stand.
  - Take Up (having Step Type Spindle)
    - Minimum Flange size : 1000mm
    - Maximum Flange size : 2250mm
  - Spark Tester.
  - Vortex Pump for removing impurities from the surface of cable before printing.



## **Annexure – 1**

Page - 3 / 4

- Electrical Control System
  - Any other item / tools required for complete installation & commissioning of machine shall be supplied & installed by the party.
- The type of legend marking on OF Cable shall be as follows –
- Company legend
  - Legend containing telephone mark and international acceptable laser symbol
  - Type of fibre
  - No. of fibres
  - Type of Cable
  - Year of manufacture
  - Sequential length marking
  - BSNL or MTNL or User's identification
  - Cable ID

### **Detail of Electrical Control System indicated against Cable Rewinding Line with printing facility :**

- Line should be provided with latest state of art integrated operating system.
- Line should be equipped with line control system which has touch screen and control panel with graphic user interface (GUI) feature.
- Line control system should have recipe management system for fixing of defined parameters like temperatures etc. for any product and can be saved & used as and when required.
- The line control system should have alarm management system which can show active and historical alarms.
- The line control system should have feature to store and check real time or historical data.
- The line control system should have back up & restore feature and appropriate hard disk to store all the data. Preference will be given for better secure backup system where the data is not lost by any means.
- The line control system should have remote service facility where the vendor can access the line from anywhere in the world and have a possibility to analyze the fault and rectify it remotely.

## **Annexure – 1**

Page - 4 / 4

- The line control system should be equipped with quality management features to maintain and analyze the product quality.
- The line control system should be equipped with energy efficiency calculation feature which can help in analyzing and optimizing the power consumption during the production.

### **List of Accessories & Spares (To be supplied with Cable Rewinding Line with printing facility):**

- |  |          |
|--|----------|
| ➤ Tool Kit for Operation & Maintenance | - 02 Set |
| ➤ Caterpillar Belt (Spare)             | - 02 no. |
| ➤ Vortex Pump (Spare)                  | - 01 no. |

\*\*\*\*

## Annexure – 2

Page - 1 / 4

### **GENERAL REQUIREMENT** **(Cable Rewinding Line with printing facility)**

#### **1. ELIGIBILITY CRITERIA**

- 1.1. The Bidder shall be an Indian OEM (Original Equipment Manufacturer) or Agency/Distributor having authorization from Indian OEM for the tendered machines. Consortium/Joint Bid shall not be accepted.
- 1.2. In case an Indian Bidder submits Bid for the tendered Machine of a Foreign OEM (Country of Foreign OEM if shares a land border with India will be eligible to bid only if the bidder is registered with the Competent Authority. The Competent authority for the purpose of registration shall be the Registration Committee constituted by the Department for Promotion of Industry & Internal Trade(DPIIT) .For details please refer to F.No. 6/18/2019-PPD dated: 23.07.2020, Office Memorandum of Ministry of Finance). Further it is mandatory for the Indian bidder to establish that his bid contains local content [Local Content- means the amount of value added in India, excluding net domestic indirect taxes minus the value of imported content in the item ( including all custom duties) as proportion of the total value, in percent.] equal to or more than 50 %. Such supplier( Local content equal to more than 50%) will be classified as “” Class-I local supplier”. In Case Local Content is more than 20 % but less than 50 % the bidder will be classified as “”Class-II Local Supplier”” Only Class-I & Class II supplier shall be eligible to bid for this tender. (For details Order No. P-45021/2/2017-PP(BE-II) dated 04<sup>th</sup> June, 2020 of Ministry of Commerce and Industry can be referred & is to be complied.
- 1.3. For verification of Local Content of 50 % or more as mentioned above at Sl. no. 1.2, bidder to provide self- Certification that the item offered meets the local content requirement. In case of Procurement for a value in excess of Rs 10.0 Crore, Class-I & Class II local Supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the Company or from a practicing Cost accountant or practicing Chartered accountant giving the percentage of Local content.
- 1.4. Bidder should have valid Certificate of Incorporation/Partnership Deed/PAN/GST Registration. Self-Certified copies of these documents shall be submitted along with the technical bid.
- 1.5. At the time of bid submission, the Bidder should have minimum of three (03) years’ experience of supply, Installation & Commissioning of Cable Rewinding Line with printing facility. Supporting documents must be submitted along with the technical bid.
- 1.6. Eligibility documents provided by the bidders are liable for verification by ITI and also if required ITI officials / team will be at its liberty to spot verify the work done by the bidder at its discretion. Any ambiguity / discrepancy is liable for rejection of their bid.

#### **2. Warranty & Comprehensive AMC (CAMC)**

## Annexure – 2

Page - 2 / 4

### 2.1 Warranty:

- 1) The Bidder shall provide comprehensive onsite warranty free of cost for a minimum period of two (02) years from the date of installation & commissioning. Any break down during the warranty period shall be attended by the Bidder free of cost within **48** hours of informing the complaint through telephone/email. Any parts required to be replaced has to be done and make the machine operational at his risk and cost within the shortest possible time. No payment, whatsoever, shall be applicable for making the machine in working condition during the warranty period of 24 months. Offers with additional cost for maintaining the machine during the warranty period shall not be considered.
- 2) The inventory of required spares & consumables for two (02) years successful operation & maintenance should be maintained by the bidder at our works in a serviceable condition to avoid complete breakdown of the machine line. The list shall be submitted by the bidder along with the technical bid.

### 2.2 Comprehensive Annual Maintenance Contract (CAMC)

1. Bidders have to mandatorily quote for Onsite Comprehensive AMC charges for each year for a period of three years (1st Year, 2nd Year & 3rd Year) for each machine line separately. CAMC shall start from the date of expiry of the Warranty period of 24 months from the date of acceptance of Installation and commissioning of the machine.
2. The CAMC charges shall be inclusive of spare parts, time & expertise, costs of travel, accommodation & incidental expenses. Apart from CAMC charges, no other charges shall be applicable. Offers with additional cost for CAMC of the machine shall not be considered.
3. CAMC may be entered after completion of the warranty period & it shall be solely upon the discretion of ITI LIMITED Rae Bareli. Purchase Order / Work Order for CAMC will be placed separately after completion of warranty period.
4. The CAMC will cover –
  - a) Preventive Maintenance – Four (04) per year on quarterly basis
  - b) Breakdown Maintenance – This is to be carried out in the event of malfunctions, which prevent the operation of the machines. Breakdown Maintenance includes fault finding, repair or replacement of defective parts and functional checking.  
- Break Down Call – Unlimited
  - c) The bidder shall provide onsite comprehensive AMC after warranty. Any breakdown during the CAMC period shall be attended by the bidder within three days time of informing the complaint through telephone / e-mail.

## Annexure – 2

Page - 3 / 4

- d) If a complaint is not attended during CAMC period within three days' time, penalty @ 1% of CAMC Value of the machine per week subject to maximum of 5% of CAMC value of the machine will be deducted from CAMC bills.
- e) CAMC Payment will be made quarterly on pro-rata basis after submission of bills and getting it verified along with Preventive Maintenance report & Breakdown Maintenance report (if any) of that period duly certified by the designated officials.
- f) The Rates quoted for CAMC charges will be taken into account for commercial competitiveness while evaluating for L1 bidder.

### 3. GENERAL TERMS & CONDITIONS

#### 3.1 Performance of duties and services by the bidder.

3.1.1 The bidder shall Supply, Install and Commission the Machinery / Equipment & provide services in full accordance with the terms & conditions of the Contract and any applicable laws & regulations and shall exercise all reasonable professional skill, care and diligence in the discharge of the obligations of work to be completed under this contract.

3.1.2 The work to be governed by this tender shall cover supply, installation, testing & commissioning of the Machinery / Equipment. It also includes trial run and operation & maintenance training on the Machinery / Equipment at ITI Limited, Rae Bareli (UP, India)..

3.2 Party shall provide plant machinery layout.

3.3 Bidder may visit the site to assess the requirement as per the site conditions before submitting the bid.

3.4 Authorization certificate from OEM/Principal is to be submitted by the bidder in case the offer is made by the authorized agency / distributor

3.5 Essential spare parts & tools must be supplied along with machine and its detail list shall be submitted along with the technical bid.

3.6 Operation and maintenance training shall be provided by the Party free of cost at our works for operation and maintenance.

3.7 Two sets of Operation & Maintenance manual (in English language) shall be provided by the party .

3.8 Compliance Statement for **Annexure-1 & Annexure -2** is to be compulsorily enclosed. Bids with non-compliance to any of the clauses are liable for rejection.

## Annexure – 2

Page - 4 / 4

- 3.9 Bidder should submit complete technical literature / catalogue / leaflet along with Make and Model of the machinery / equipment being supplied etc., wherever applicable. Bids without mention of the same for the main equipment/s are liable for rejection.
- 3.10 Bidders are required to place summary of the offered items in the technical bid without indicating the quoted price. Bids with any disclosure of pricing information, directly or indirectly in the technical bid will be rejected without any further notice on opening the technical bid by the tenderer.
- 3.11 All related documents which are not in English have to compulsorily be translated in to English language, self-certified on both original & translated version shall be submitted by the party.
- 3.12 Pneumatic Diagram, Electrical Diagram & Electronic Circuit Diagram with detailed diagnostic procedure and components part list shall be submitted by the Bidder at the time of Installation & Commissioning.
- 3.13 All the electrical/mechanical,Civil works, fittings/parts/accessories required for installation and commissioning shall be supplied and installed by the party.
- 3.14 All the tools & tackles required for installation & commissioning shall be arranged by party.
- 3.15 Party shall provide detail information of line / unit as mentioned below –
- Power requirement
  - Machine / Line Dimension (L x W x H) & Space Requirement
  - Requirement of Compressed Air (with Flow Rate and Pressure) and point of use.
- 3.16 After sales service and spares availability shall be ensured by the party.
- 3.17 ITI Ltd. will provide –
- 3.17.1 Uninterrupted Power Supply -3 Phase 415 Volt  $\pm 10\%$ , 50 Hz –will be provided through suitable TPN / MCCB at only one point near each Machine line.
  - 3.17.2 Earthing required for Machinery Line.
  - 3.17.3 Compressed Air near point of use
  - 3.17.4 Raw Materials required for Trial Run

\*\*\*\*\*

## **INTEGRITY PACT**

PURCHASE ORDER No.

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

### **BETWEEN:**

ITI Limited having its Registered & Corporate Office at ITI Bhavan, Dooravaninagar, Bangalore – 560 016 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 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 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 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 extend the parties comply with the obligations under this pact.
- 8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.
- 8.3 The 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: -

Shri Javeed Ahmad, IPS (retd.)  
M-1101, Shalimar Gallant Apartment  
Vigyanpuri Mahanagar  
LUCKNOW – 226 006

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

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

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

documents in English and shall extend all help to the Principal for the purpose of verification of the documents.

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

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

#### **SECTION 11 – PACT DURATION**

- 11.1 This Pact begins when both the parties have legally signed it. It expires after 12 months on completion of the warranty/guarantee period of the project / work awarded, to the fullest satisfaction of the Principal.
- 11.2 If the Contractor(s) is unsuccessful, the Pact will automatically become invalid after three months on evidence of failure on the part of the Contractor(s).
- 11.3 If any claim is lodged/made during the validity of the Pact, the same shall be binding and continue to be valid despite the lapse of the Pact unless it is discharged/determined by the Chairman and Managing Director of the Principal.

#### **SECTION 12 – OTHER PROVISIONS**

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

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

For PRINCIPAL

For CONTRACTOR(S)

.....  
(Name & Designation)

.....  
(Name & Designation)

Witness

Witness

1) .....

1).....

2) .....

2).....



**ITI LIMITED**  
**(A Government of India Undertaking)**  
**Sultanpur Road, RAE BARELI-229010 (U.P)**



Enquiry Ref no: **RSR27B007CL-R** ; Tender For **"CABLE REWINDING LINE WITH PRINTING FACILITY"**

Name of Firm

**Price Bid format**

**A> Offer for "CABLE REWINDING LINE WITH PRINTING FACILITY".**

Sl	Details of the Machine	HSN Code	Qty Reqd( Set) (1)	Basic Unit Price (in Rs.) (2)	Total Price (in Rs.) (3=1*2)	GST %	Total Price (in Rs.) (with GST)
1	CMOFC010005 , CABLE REWINDING LINE WITH PRINTING FACILITIES		1		0		0

**B> Offer for CAMC -**

Sl	Period of CAMC	CAMC charges			
		CAMC charges in % of Basic Unit Price per machine	Total Price (in Rs.)	GST%	Total CAMC charges with GST (in Rs.)
1	1st year CAMC Charges		0		0
2	2nd year CAMC Charges		0		0
3	3rd year CAMC Charges		0		0
	Total CAMC Charges with GST for 3 years				0

Note: The cost of CAMC will be added to the Basic price of Machine for purpose of evaluation of L-1 at the discount rate of 12% per year.

Remark: For details please refer to the point no. 15 of Bid Document.

**B> Other Terms**

1	Terms of Price	FOR ITI Raebareli
2	Payment Terms	As per Bid Document
3	Warranty	As per Bid Document

Any deviation from above format shall be liable for rejection of the bid

