



ITI LIMITED

Palakkad Plant, Kanjikode West  
PALAKKAD – 678 623  
KERALA

Ref: ITI/PKD/ASCON II-HDPE

Date: 16-03-2023

Dear Sir,

**Sub: Request for Quotation (RFQ) for Transportation of HDPE ducts to various sites**

We invite quotes for the following:-

Sl.No.	Item Code	Description of work	Period
1	ITI/PKD/ASCON II-HDPE	Transportation of HDPE DUCT to various states as per Annexure IV.	One year from the date of signing contract.

Please submit your competitive bid against Enquiry ref no. ITI/PKD/ASCON II-HDPE for the above mentioned tender on or before due date.

We are released this tender enquiry through our on line platform. You are requested to first register with the platform <https://itilimited.euniwizarde.com/>. The Bidding (For both Technical and Financial Part of the Bid) would be subjected to an On-line / e-Tendering process. You are requested to go through the website to understand the entire e-Tendering Process and follow the Registration and Bidding Process on <https://itilimited.euniwizarde.com/> as defined in the document. In case of any clarifications on e-tender portal, you may contact the portal administrators.

Yours faithfully  
For ITI Limited, Palakkad Plant

Vijayakumar B  
Chief Manager ( MM & TS )



ITI LIMITED

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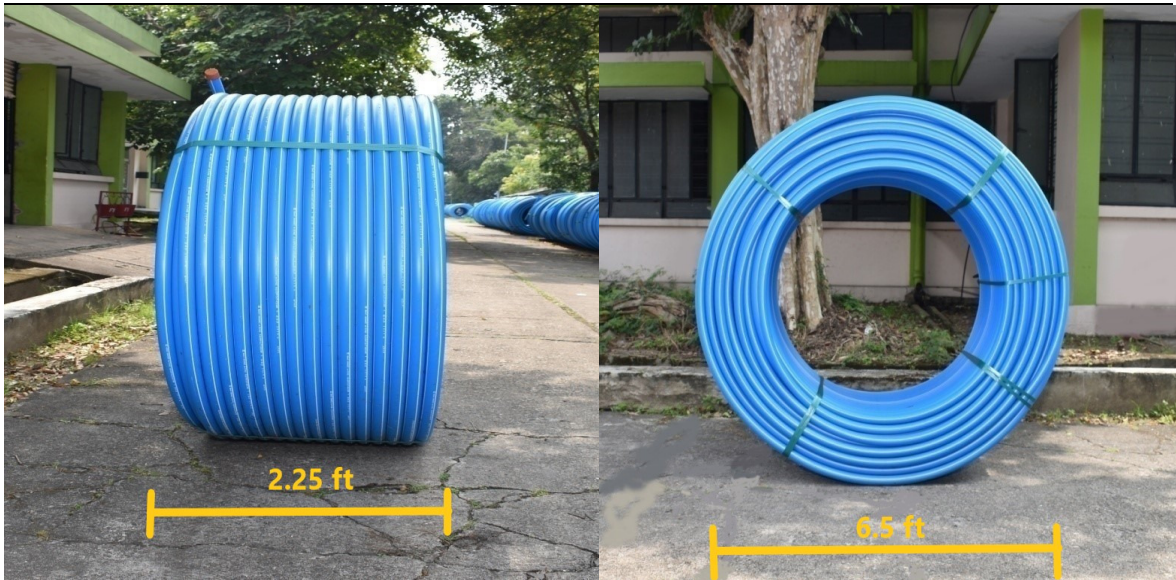
Please submit your competitive bid against Enquiry ref no. ITI/PKD/ASCON II-HDPE for the above mentioned tender on or before due date, subject to the following terms & Conditions:

**A. TERMS & CONDITIONS:**

Sl.No.	Particulars	Conditions
1	Terms of Price	Transportation of HDPE Duct (40/33 mm) from ITI Ltd, Palakkad to various states as per Annexure IV on door delivery basis.
2	Terms of Payment	100% payment after 45 days of receipt of all the required documents including POD.
3	Validity of Quotation	120 days
4	Bid Type	2 bid system (Technical Bid & Price Bid )
5	Delivery of consignment	As per the delivery schedule by ITI
6	Earnest Money Deposit	Rs6,00,000/-
7	Security Deposit	3% of the PO value.

## B. SPECIFICATION OF HDPE DUCT:

Material will be available in rolls of 1000 Meter (approximate dia 6.5 ft, width 2.25 ft) Length with approximate weight 380 Kg.. An indicative shape of the roll is furnished below:



## C. ELIGIBILITY CRITERIA:

**The Bidders should quote only, if they satisfy the following eligibility criteria.**

1. The Company / Firm should be registered in India. Self-attested copy of the Registration certificate /relevant document should be submitted.. If the bidder is an MSE company, the MSE Registration certificate to be submitted.
2. The Company / Firm should have GST and PAN registration. Self-attested copies of the documents should be submitted.
3. The Bidder should have a local office within 100 Kms from ITI Palakkad. The Bidder preferably may have office / agents in the state, where the service is provided. The Local office Address& Address including email ids, phone number etc, in the destination state or nearest place should be furnished with substantiating documents like electricity bill, telephone bill etc.
4. The Annual Turnover of the bidder should be more than 5 Crores. Copies of the Balance sheet / Auditor's report for the last 3 years should be submitted.
5. The bidder should have executed at least one contract with Govt./Public Sectors/reputed private sectors. Copies of PO/Contract/Experience/Performance certificate etc. should be submitted.
6. Bidder shouldn't have been blacklisted from any Govt. / PSU - A self-declaration should be submitted.

The bidder should submit relevant documents for supporting their eligibility along with technical bid.

The non- compliance in this regard will disqualify the bidder.

**SPECIAL NOTE:**

- a. Price must be on door delivery basis from ITI Ltd, Palakkad to various states as per Annexure IV.
- b. Please quote the basic rates and GST per km distance for transporting HDPE Duct from ITI Palakkad to respective states as per Annexure IV. The goods loaded from ITI Palakkad factory shall be delivered at the designated locations without any trans-shipment. No other goods shall be loaded in the vehicle other than items taken from ITI Palakkad.
- c. The rates quoted must be inclusive of labour charges, loading & unloading charges and all other incidental expenses like Tolls, Freight on Vehicle, LR, etc. However, forklift with driver will be provided for loading at ITI Palakkad factory premises.
- d. The Bidder shall quote their lowest rate for transportation from the premises of ITI Limited, Kanjikode, Palakkad to the various states as per Annexure IV in line with the terms & conditions of the Tender given in **Annexure I**.
- e. Sub-contracting is not permitted under any circumstances.
- f. If the bidder is a registered MSE company eligible for any benefits under the Public Procurement policy of Govt. of India, they should submit the relevant certificates in respect of transportation service for availing the benefits.
- g. Bidder should submit a self declaration for not being blacklisted by any Govt. / PSU.
- h. The Bidders are advised to visit the work spot at ITI Palakkad and get familiarized with the nature of work, before submission of the tender. No claim whatsoever on non-familiarity with the tender requirements will be entertained later on.
- i. The bidder shall submit all relevant documents for qualifying the eligibility criteria mentioned in Section C. Non compliance will lead to disqualification of the bid.

**D. PRICE BID**

The Price Bid to be submitted as per the Annexure-IV format.

The rate quoted shall remain firm during the period of execution of the order and should be valid for a minimum period of one year from the date of signing contract, except for the escalation/de-escalation clause as defined below. After one year, on mutual agreement, the contract can be extended for further one more year.

**ESCALATION/ DE-ESCALATION CLAUSE:**

The Escalation /De-escalation clause shall be applicable based on the variations in diesel price per litre. The reference diesel rate shall be based on the IOCL diesel price prevailing in Thiruvananthapuram on the last day of the submission of tender.

The Escalation/De-escalation in rates shall be calculated as per the formula given below:

$$\text{Differential allowed} = 0.25(\text{Fuel Factor}) \times \text{Original contract rate} \times \frac{\text{Increase/Decrease in diesel rate}}{\text{Reference Diesel rate}}$$

The escalation/de-escalation clause will apply only if the diesel price variation is more than Rs.1/- from the reference rate. Escalation/de-escalation clause shall be applicable for goods uplifted from the factory from the day following the date of change of diesel price.

**Lowest bid** – Tabulation will be done state-wise, L1 Bidder will be awarded 60 % of the contracts and Second Lowest – L2 Bidder will be awarded 40 % at L1 rate. If L1 rate is not acceptable to L2, the L1 rate will be offered to L3, L4 etc, in that order.

- a. If the L1 rate is not acceptable to, L2, L3, L4 etc., then entire quantity will be awarded to the L1 bidder.
- b. Additional work order can be issued at the Lowest (L1) rate in this tender on pro-rata basis, on mutual agreement.

#### **E. INSTRUCTIONS FOR PREPARING BID DOCUMENTS**

The Bid will be processed on a two Bid system. There shall be one Technical Bid and another Price Bid

**\* The “Technical Bid” shall contain the following:**

- i. Demand draft for Rs 6,00,000/- as E.M.D. If EMD is not submitted, the bid will be out rightly rejected.
- ii. Self-attested copy of the Certificate of Incorporation/Registration Certificate, Memorandum and Articles of Association for Public Limited Company and Partnership deed for partnership concern.
- iii. Due Authorization letter/ Power of Attorney for signing the bid documents.
- iv. Copy of Balance sheet/Auditor’s report for the last 3 years.
- v. The Local office Address & Address including email ids, phone number etc, in the destination state or nearest place should be furnished with substantiating documents like electricity bill, telephone bill etc.
- vi. Details of contracts executed (at least one) with Govt.Public/Reputed Private Sectors, Copies of PO/Contract/Experience/Performance certificate etc., should be submitted.
- vii. The bidder should submit detailed Work Execution/Dispatch Plan from ITI Premises to various states as per Annexure IV
- viii. Sub contracting is not permitted. The bidding Company / Firm shall give a declaration in this regard.
- ix. Xerox copies of GST registration certificate and PAN card.
- x. Un-priced copy of the price bid should be enclosed.
- xi. The **Annexure – I** should be duly signed with office seal by the bidder.
- xii. The Questionnaire in **Annexure – II** is to be submitted with signature & office seal.

- xiii. The “Pre Contract Integrity Pact” as per **Annexure - III** should be submitted along with Technical bid. Successful bidders shall execute the Pre Contract Integrity Pact in Rs 100 Stamp paper on awarding the contract

\*The “Price Bid” shall contain, the Price Bid as per Annexure – IV.

1. For General Terms & Conditions for submission of Tenders, please visit our Website <https://www.itipalakkad.in/public/TenderTerms.htm>. For any clarification please feel free to contact us.
2. Late Offers received after the due date, will not be entertained under any circumstances.
3. Disputes if any will be within the Jurisdiction of Palakkad, Kerala State, India.
4. Any clarifications regarding the tender can be obtained from:  
Chief Manager ( MM & TS ),  
ITI Limited, Kanjikode West,  
Palakkad 678 623, Kerala, India  
Tel: 0491-2566511/2564375  
Email: vijayakuamrb\_pkd@itilttd.co.in/ pur2\_pkd@itilttd.co.in

5. **Critical Dates:**

<b>RFQ RELEASE DATE</b>	<b>:</b>	<b>16/03/2023</b>
<b>Last date for request for clarifications</b>	<b>:</b>	<b>11.00Hrs on 21/03/2023</b>
<b>Publication of clarifications or addendum if any</b>	<b>:</b>	<b>17.00 Hrs 22/03/2023</b>
<b>Due Date for Submission of Quotation</b>	<b>:</b>	<b>13.00Hrs on 30/03/2023</b>
<b>Tender opening (Eligibility &amp;Techno Com Bid)</b>	<b>:</b>	<b>14.30Hrs on 30/03/2023</b>

Yours faithfully  
For ITI Limited, Palakkad Plant

Vijayakumar B  
Chief Manager ( MM & TS )

## ANNEXURE I

Ref.No. ITI/PKD/ASCON II – HDPE

### **TERMS AND CONDITIONS**

01. The contract is for Transportation of HDPE DUCT from ITI Ltd, Palakkad to various states as per Annexure IV on door delivery basis.
02. Please quote the basic rates and GST per km distance for transporting HDPE Duct from ITI Palakkad to respective states as per Annexure IV. The goods loaded from ITI Palakkad factory shall be delivered at the consignee locations without any transshipment. No other goods shall be loaded in the vehicle other than items taken from ITI Palakkad.
03. All rates to be quoted on DOOR DELIVERY basis including labour charges, Loading, Unloading charges and other incidental charges like Tolls, FOV, LR etc., at the time of transportation will be borne by the Transporter. However, forklift with driver will be provided for loading at ITI Palakkad premises.
04. The freight & Insurance will be in ITI's scope. However, Insurance related to Vehicle, third party, etc., will be in bidder's scope.

#### **05. Lowest bid :**

Tabulation will be done state-wise, L1 Bidder will be awarded 60 % of the contracts and Second Lowest – L2 Bidder will be awarded 40 % at L1 rate. If L1 rate is not acceptable to L2, the L1 rate will be offered to L3, L4 etc, in that order.

- a. If the L1 rate is not acceptable to, L2, L3, L4 etc., then entire quantity will be awarded to the L1 bidder.
- b. Additional work order can be issued at the Lowest (L1) rate in this tender on pro-rata basis, on mutual agreement.

#### **06. Earnest Money Deposit (EMD)**

An amount of Rs. 6,00,000/- (Rupees Six Lakhs only) as EMD in the form of Demand Draft drawn in favour of ITI Limited, Kanjikode, Palakkad payable at SBI Main Branch, Palakkad should be enclosed with the "Technical Bid". The amount can also be transferred online in the below mentioned account details and the transaction details should be furnished with the "Technical Bid".

Account Name – ITI LIMITED, PALAKKAD

Account Number – 10620194836

IFSC Code – SBIN0000893

- i) The registered MSE bidders with valid certificates are exempted from submission of EMD.

## **07. Security Deposit**

In case we place work order, the bidder should submit an interest free Security Deposit of 3% on the PO value. The successful bidder's EMD amount will be converted in to Security deposit, and the difference amount shall be remitted in the form of Demand Draft/online transfer. The payment details should be submitted along with the work order acceptance. The security deposit will be returned within 30 days of successful completion of the work order. This is liable to be forfeited as liquidated damages, by ITI for any breach of the terms of agreement on the part of the transporter and in addition, the transporter shall be liable for any loss or damages caused to ITI by any reason whatsoever.

08. The Transporter should comply with the latest Motor Vehicle Act, rules and subsequent amendments thereof.
09. Transporter should not lift the consignments without collecting the necessary documents like state permits, GST Invoice, E-Way bill or any other relevant documents. In case Transporter fails to collect the required documents while lifting the consignments and ITI will not be responsible for any expenditure incurred on account of this. by the transporter.
10. The Transporter should collect the Consignee receipts in original with Signature, date & Seal by an officer who is In charge of the Store of the consignee and submit to Shipping Department, ITI Ltd within 15 days of delivery.
11. It is the responsibility of the transporter to transport the goods entrusted by the Company in vehicles confirming to respective Government regulations and fully licensed on that behalf.
12. Transporter has to ensure safe delivery of the consignments irrespective of the value if consignments being or not being covered by insurance they will not have any lien on the material. The material being given for transportation will be the sole property of the company.

## **13. Damage/ Loss to the Consignment during transit**

- a) In case any damage/ loss are observed during transit for outgoing consignments, transporter must issue a Damage / Loss certificate within 72 hours of such damage.
- b) In case any damage / Loss are reported by consignee at a later stage, transporter will issue a certificate of facts (COF) & all other documents required for insurance claim within 72 hours of being asked. In case claim is refused by the underwriters due to any reason attributed to the transporter, total claim value will be recovered from the transporter's running bills/ Security deposit.
- c) In case of any damage/ accident the transporter should immediately take necessary steps to inform Insurance Company to survey the damages/ accident at the place where the accident occurs and inform Shipping department, ITI Limited, Palakkad immediately. The transporter



should also take alternative arrangements for repacking the material and arrange transportation of consignment from the accidental place to the consignee. If the transporter fails to do above activities and the expenses born by ITI to perform the above activities will be deducted from the transporter's bill.

d) The Transporter shall be liable for any damages / Loss to the company's property caused by negligent driving. The losses, if any, shall be recovered from the running bills of the transporter not less than the market value of the loss/ damage together with incidental charges and expenses.

14. The Bidder should transport the material within 48 Hours, on receipt of confirmation from ITI Palakkad. If the bidder fails to comply with, ITI will have the liberty to engage alternate transporter at the bidder's risk and cost.

15. **LIQUIDATED DAMAGES:** The materials against this work order must be delivered by the transporter as per the delivery schedule given below.

Sl. No	State/Region	Estimated Delivery Period
1	Gujarat	8 Days
2	Haryana	8 Days
3	Himachal Pradesh	10 Days
4	Jammu	15 Days
5	Kashmir	17 Days
6	Punjab	8 Days
7	Rajasthan	8 Days
8	Sikkim	15 Days
9	Uttar Pradesh	8 Days
10	Uttarkhand	10 Days
11	West Bengal	10 Days
12	Arunachal Pradesh	20 Days
13	Assam	15 Days
14	Leh & Ladhak	20 Days

If the transporter fails to deliver the material as per the delivery schedule, a penalty of Rs 5,000/- per week for the 1<sup>st</sup> week of delay and Rs 7,500/- per week thereafter for such delay will be levied as liquidated damages.

16. The company shall not be liable for any action direct or indirect that may be instituted by anyone against the transporter arising out of or consequent to the carriage of goods consigned to or from the Company entrusted to the transporter for transportation.
17. The bidder should have a local office within 100 Km radius from ITI Palakkad. The documentary proof for the same and its address and escalation matrix with officials Name, Designation, Contact Number and Mail ID should be provided along with Bid. The material will be handed over only to the company's authorized employee with valid ID card. The authorized representative should be physically present in the premises of ITI Limited, Palakkad during the dispatch of consignment for coordinating various transportation activities. The transporter or his representative, employees and workers shall comply with the security regulations with regard to entry & exit to/ from ITI as well as the movement inside the premises of ITI Ltd.
18. If the successful bidder fails to accept the contract within specified time or fails to take up the work in accordance with the instructions of the company during the contract period, the amount of Security Deposit deposited by him will be forfeited by the company and the award of the contract in his favour will be withdrawn.
19. **DIVERSION OF CONSIGNMENT** :- In case of the consigner wants to divert the consignment to some other location , bidder may do so after getting written instructions from the ITI on mutually agreed terms and condition.
20. **PERIOD OF CONTRACT**: The period of contract will be for 1 year from the date of signing the contract. After 1 year, on mutual agreement, the contract can be extended for further 1 year.
21. **“Pre Contract Integrity Pact” – Annexure III** shall be signed by the bidder along with the Technical bid.
22. Bills for payment to the transporter should be submitted in triplicate duly pre-receipted and supported with copy of all documents duly acknowledged by the consignee as Proof of Delivery. Payment of the transporter's bill will be cleared after 45 days of receipt of all the required documents.
23. To avail GST CREDIT, the Transporter must submit the Original Invoice in triplicate to shipping Dept.
24. **TERMINATION, AGREEMENT AND NOTICE PERIOD :-**
  - (A) The agreement is pre-determinable during its currency by either party giving notice in writing of the intention to terminate the contract provided that the notice period shall not be less than one month from the date of serving the notice.
  - (B) In case of default in complying with the terms of agreement entered by the transporter satisfactorily or for non provision of vehicles as and when required, penalties are liable to be levied and any alternate arrangement made will be at the risk and cost of the transporter and all the expenses incurred thereon shall be to the transporter's account. If the services continue to be unsatisfactory, the contract is liable to be terminated without any further notice. On termination of the con-

tract or any such action of the transporter, the Earnest Money Deposit/ Security Deposit shall stand forfeited.

25. If desired by the company, the transporter will allow a company's escort to travel in the Vehicles along with the consignment at free of cost.

**26. FORCE MAJEURE:**

If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Consigner as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

**27. ARBITRATION**

i) In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the Unit Head, ITI Limited, Palakkad (hereinafter referred to as the said officer), and if the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996. There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute.

The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the Unit Head, ITI Limited, Palakkad or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

ii) The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

iii) The venue of the arbitration proceeding shall be the office of the Unit Head, ITI Limited, Palakkad or such other places as the arbitrator may decide.

29. Palakkad court will be the Jurisdiction to address disputes if any, arising out of this contract.

30. The transporter shall enter into an AGREEMENT with ITI Limited, Palakkad. This arrangement shall be valid for a period specified in the tender, which may be extended by mutual consent at the rates, terms and conditions. Until such time, the agreement is signed, the correspondence pertaining to this tender exchanged will be deemed as terms and conditions of the contract and binding on the parties.

31. The contract will be rejected, if any conflict of interest being detected at any stage.

Place:

Signature of Bidder

Date:(With Office Seal)

## ANNEXURE II

### **QUESTIONNAIRE FORMING PART OF THE TENDER TO BE FILLED BY THE TENDERER.**

Ref. No. ITI/PKD/ ASCON II – HDPE dated 20-02-2023

01.	Name in full under which Bidder is operating	
02.	Address of the Bid submission Office premises with Contact no.	
03.	Address of the Registered Office/ Head Office of the Firm with Telephone, Fax No. and E-Mail.	
04.	Address of the Local Office with contact persons of the Firm with Name, Designation, Telephone, Fax No. and E-Mail.	
05.	Are you Registered as Public Limited Company/ Private Limited Company/ Partnership Concern?	
06.	For how long you have been in the Transport business?	
07.	Give name and address of your clients with whom you have entered similar Transport Contract.	
08.	Indicate your Banker's name and address	

I/We certify that the particular furnished above will be treated as confidential and will not be divulged to any unauthorized person(s).

Place:

Signature of Bidder

Date:(With Office Seal)

**ANNEXURE III**

ENCLOSURE TO PURCHASE ENQUIRY/ ORDER No ..... DATED .....

**PRE CONTRACT INTEGRITY PACT**

PURCHASE ENQUIRY/ORDER No.

THIS Integrity Pact is made on.....day of ..... 2021

**BETWEEN:**

ITI Limited having its Registered & Corporate Office at ITI Bhavan, Doorvaninagar, 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 acting as ..... (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 exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Actor if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

**SECTION 2 – COMMITMENTS OF THE BIDDER/CONTRACTOR**

- 2.1 The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the tender process and during the execution of the contract.
- a. The bidder(s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The bidder(s)/contractor(s) will not enter with other bidders/contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The bidder(s)/contractor(s) will not commit any offence under IPC/PC Act, further the bidder(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Bidder(s)/Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. The Bidder(s)/Contractor(s) will not bring any outside influence and Govt. bodies directly or indirectly on the bidding process in furtherance to his bid.
- g. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

### **SECTION 3 – DISQUALIFICATION FROM TENDER PROCESS & EXCLUSION FROM FUTURE CONTRACTS**

- 3.1 If the Bidder(s)/Contractor(s), during tender process or before the award of the contract or during execution has committed a transgression in violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify Bidder(s)/ Contractor(s) from the tender process.
- 3.2 If the Bidder(s)/Contractor(s), has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled exclude including blacklisting for future tender/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of transgression, the position of the transgressor within the company hier-



archy of the Bidder(s)/Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.

- 3.3 The Bidder(s)/Contractor(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.
- 3.4 A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that on the basis of facts available there are no material doubts.
- 3.5 The decision of the Principal to the effect that breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s) shall be final and binding on the Bidder(s)/ Contractor(s), however the Bidder(s)/ Contractor(s) can approach IEM(s) appointed for the purpose of this Pact.
- 3.6 On occurrence of any sanctions/ disqualifications etc arising out from violation of integrity pact Bidder(s)/ Contractor(s) shall not entitled for any compensation on this account.
- 3.7 subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/ Contractor(s) could be revoked by the Principal if the Bidder(s)/ Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption preventative system in his organization.

#### **SECTION 4 – PREVIOUS TRANSGRESSION**

- 4.1 The Bidder(s)/ Contractor(s) declares that no previous transgression occurred in the last 3 years immediately before signing of this Integrity Pact with any other company in any country conforming to the anti-corruption/ transparency International (TI) approach or with any other Public Sector Enterprises/ Undertaking in India of any Government Department in India that could justify his exclusion from the tender process.
- 4.2 If the Bidder(s)/ Contractor(s) make incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Section-3 of the above for transgressions of Section-2 of the above and shall be liable for compensation for damages as per Section- 5 of this Pact.

#### **SECTION 5 – COMPENSATION FOR DAMAGE**

- 5.1 If the Principal has disqualified the Bidder(s)/Contractor(s) from the tender process prior to the award according to Section 3 the Principal is entitled to forfeit the Earnest Money Deposit/Bid Security/ or demand and recover the damages equitant to Earnest Money Deposit/Bid Security apart from any other legal that may have accrued to the Principal.
- 5.2 In addition to 5.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to termination of Contract due to Contractor default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor or demand and recover liquidate and all damages as per the provisions of the contract agreement against termination.

#### **SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS**

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

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

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

#### **SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)**

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

8.3 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation.

The Monitor is under contractual obligation to treat the information and documents Bidder(s)/Contractor(s) with confidentiality.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Bidder(s)/Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.

8.5 The Monitor will submit a written report to the Chairman & Managing Director of the Principal within \_\_\_\_\_ to \_\_\_\_\_ weeks 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 IEM appointed by the principal shall be communicated separately.***

## **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 Bid-

der(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 Bidder(s)/Contractor(s) are 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 Pact at the place and date first done mentioned in the presence of the witnesses:

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

.....

.....

(Name & Designation)

(Name & Designation)

Witness

Witness

1) .....

1).....

2) .....

2).....

**ANNEXURE IV**

**PRICE BID FORMAT - REF No. : ITI/PKD/ASCON II – HDPE**

PRICE BID for Transportation of HDPE DUCT – Outgoing Consignments from I T I Limited, Palakkad to below mentioned State/Region.

Vendor Name/ Supplier Name :				
Quotation Ref: No. with date:				
Sl. No.	State/Region	Basic Rate per km distance for transporting HDPE DUCT from ITI Palakkad to respective state by engaging 22x7x7 ft. open truck (shall carry minimum 9 km of HDPE Ducts) (Rs)	GST 18%	Amount including GST
(A)	(B)	(C)	(D)	(E) (C*1.18)
1	Gujarat			
2	Haryana			
3	Himachal Pradesh			
4	Jammu			
5	Kashmir			
6	Punjab			
7	Rajasthan			
8	Sikkim			
9	Uttar Pradesh			
10	Uttarkhand			
11	West Bengal			
12	Arunachal Pradesh			
13	Assam			
14	Leh & Ladhak			

Note:

1. The quoted rate should be valid for minimum one year from the date of contract.
2. The rate escalation/de-escalation will be as per the ESCALATION/ DE-ESCALATION CLAUSE mentioned under E (Price Bid)

3. Tabulation will be done state-wise, L1 Bidder will be awarded 60 % of the contracts and Second Lowest – L2 Bidder will be awarded 40 % at L1 rate. If L1 rate is not acceptable to L2, the L1 rate will be offered to L3, L4 etc, in that order. If the L1 rate is not acceptable to, L2, L3, L4 etc., then entire qty will be awarded to the L1 bidder.
4. The Rates should be on DOOR DELIVERY basis including Loading& unloading and other incidental expenses like Tolls, FOV, LR, etc.
5. In cases where GST is not quoted, equivalent RCM will be considered for tabulation.
6. Invoicing will be done based on actual distance of the warehouse store (delivery location) provided at the time of dispatch.

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