



ITI LTD MANKAPUR , DIST: GONDA-271308 (U.P.) INDIA

TENDER ID NO.: EB362506

Date: 05.05.2025

DUE Date: **12.05.2025** (11:00 Hrs IST)

Tender Opening Date: **12.05.2025** (11:30 Hrs. IST)

Venue of Tender opening:- "COMPUTER DIVISION" ITI Ltd., Mankapur

SUB: Tender enquiry (Inland) for Supply of Installation Accessories and Fixtures for Supporting Metal Free Aerial Optical Fibre Cables for BharatNet Project PKG-8 (Himachal Pradesh)

Please quote your lowest rates and best delivery terms in the prescribed excel format available on <http://itilimited.ewizard.com> for the following items on the General terms and conditions (Inland/Import) enclosed here with. **No hard copies will be entertained in any manner.**

Bidders have to submit quotes in two parts as below:-

SL NO	TYPE OF BID	BID DOCUMENTS
01	TECHNICAL BID	NIT , Bid Documents, General Terms & Conditions , Technical Bid Annexure-A
02	FINANCIAL BID (PRICE BID)	PRICE BID_ANNEXURE-V

1. Bidder must submit their quote through online on or before due date. Tender will be opened on opening date after 11:30 AM at following place in ITI Ltd, Mankapur. The Tender NO. & Opening Date is to be mentioned in covering letter of BID

**MANAGER (TENDER CELL),
COMPUTER DIVISION, ITI LTD., MANKAPUR - 271 308,
GONDA, U.P. (INDIA)**

Please refer our site <http://itilimited.ewizard.com>, <http://tenders.itiltd.in/> for detailed information and for submission of bid. For any assistance please contact following-

- i. Mr. Amrendra: Mob: 8448288980
- ii. Mr. Abhishek: Mob: 8448288984/790326952, e-mail: ewizardhelpdesk@gmail.com eprochelpdesk.37@gmail.com
- iii. Deepak: 9680005669/9355030621
- iv. Mr. Sitesh- 8448288992, iv) Mr. Virendra- 8448288988 eprochelpdesk.21@gmail.com

2. The detailed General Terms and Conditions (which is an integral part of this tender enquiry) for submission of Tender-Inland, is attached.

Point to point compliance of detailed Bid Documents, General Terms & Conditions for submission of tender is must. Otherwise, it will be presumed that the same are acceptable to the bidder.

3. OPENING OF TENDERS:

- a) Tenders against our Enquiries (Tender ID) shall be opened on Tender Due Date **after 11:30 hrs. IST**. The Tender Opening Date is mentioned as above of NIT. Venue of Tender opening will be "COMPUTER DIVISION "ITI Ltd., Mankapur. Interested bidders may participate in Tender opening.
- b) **It is to be noted that on the tender opening date, only the Technical Bid shall be opened. Successful bidders with Technically suitable will be eligible for consideration of their Financial bid for technically suitable items only. Date of opening of Financial Bid shall be intimated separately to technically successful bidders.**

4. **Security Deposit: A) Bid Security:** Bidders have to sign **Bid Security Declaration** accepting that if they withdraw or modify their bids after tender opening during period of validity of offer / or after award of Bid contract, they will be suspended for the time specified in the tender documents. **Bid Security declaration must be submitted along with Bid.**

Note- Bid Security declaration is an integral part of the Tender Terms.

B) PBG: 3% of the Contract value may be asked towards security deposit to cover the warranty period plus 02 months extra.

5. Specifications/Details are as per Annexure-IV of Bid Documents.
6. Terms of Price :- **FOR Destination as defined in Bid Documents.**
7. Validity of the offer: - 180 Days.
8. Interested bidders may participate in tender opening.
9. Delivery Required: - As per Bid Documents.
10. In case of Rate Contract, Items supplied shall be in original packing provided by manufacturer and shall be from recent production batch as indicated by the batch number on the component.
11. Contracts quantity against above Tendered Quantity may vary based on actual need.
12. List of items, quantity and description along with Mfg. Part No. are as per Technical Bid Annexure-"A".
13. General Terms and Conditions for submission of Tender, Price/Commercial Bid (as per Annexure-V), Technical Bid (as per Annexure-A) & Bid Documents are integral part of this tender enquiry .

14. As GST is implemented, following information is mandatory to mention along with quotation.

- Vendor Name, Address with e_mail ID & Mob. No. of contact person
- PAN No. along with Photocopy of PAN (for Inland bidders)
- GST Registration No. with Proof (for Inland bidders)
- HSN Code No. against each item

15. a. All applicable statutory levies under GST Act, 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 you are absorbing the GST portion, the same may be specified clearly in the quotation itself and not after the tender opening, which otherwise will be treated as post-tender correction and would disqualify your quote.

16. LOCAL CONTENT-

'Local content' means the amount of value added in India which shall be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent. Minimum Local Content 20% should be maintained in the product.

Details of Local Content will be as per clause no. 17,18,19 and 20 of General Terms and Conditions.

17. Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

Any bidder from a country which shares a land border with India will be eligible to bid in any procurement in India whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered in India with the **Competent Authority. Submission of registration certificate is Mandatory.**

Details of GFR144 are as per in GENERAL TENDER TERMS CONDITION -INLAND.

18. In case of Contract, items supplied must be in original packing provided by manufacturer and shall be from recent production batch as indicated by the batch number on the component.**19. FALL Clause** –In case of Contract, supplier has to ensure that they have offered the maximum possible discount to ITI Ltd in their Quotation. The prices charged for the items supplied under the Contract should under no event be higher than lowest prices at which the supplier sells the items of identical description to any other Govt. organization/PSU's/Autonomous bodies/Pvt. Organizations during the period of contract failing which the "FALL CLAUSE" will be applicable.

In case, if the price charged by the supplier is more, ITI Ltd will have the right to recover the excess charged amount from the subsequent/unpaid bill of the supplier.

20. Inland Bidders must indicate whether they fall under the purview of MSMED Act 2006 and if so the certified copy of relevant registration certificate as a proof and following details must be submitted along with the quotations for MSE Preference as per General Terms & Conditions: -

MSME REGISTRATION Number	WHETHER OWNER OF MSME COMPANY IS WOMAN - YES / NO	WHETHER OWNER OF MSME COMPANY IS SC/ST- YES / NO	VALIDITY OF MSME CERTIFICATE UPTO

In case such certificate is not produced at the time of submission of quotation, Party will not be considered falling under this category. MSME bidders have to submit the MSME Declaration also as per attached MSME Declaration certificate.

21. SIGNING OF INTEGRITY PACT (IP): - Bidders have to submit Pre-Integrity Pact duly signed alongwith Bid in case of Bid value \geq 25.00 Lacs. Also Bidders have to submit their confirmation that in case of value of an Contract, if placed on them exceeds in equivalent Indian currency Rs.25.00 lakhs, they will have to sign the Integrity Pact provided to them with the tender documents.**22.** Details of Independent External Monitor superintending IP, is As per Bid Documents.**23. Bidder has to confirm in YES / NO as below: -**

AGREE TO SIGN INTEGRITY PACT IN CASE THE VALUE OF AN CONTRACT ON THEM EQUIVALENT TO INDIAN CURRENCY EXCEEDS Rs. 25 LAKHS :-	YES / NO
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Should the bidder fail to confirm above, their bid/quotation may not be considered.

Bidders are requested to submit your quotation on or before due date positively to avoid any network issue.

GENERAL TERMS AND CONDITIONS FOR SUBMISSION OF TENDER -INLAND**1.SUBMISSION OF TENDERS:**

- 1.a. This is only an enquiry to quote and not an order. This TENDER ENQUIRY is not transferable.
b. Offer should be submitted only on line. No hard copy or other modes will be accepted.

NOTE : a. Offers should have commercial condition and technical details.

b. Your offer should be valid for a period of 180 days from the indicated due date of tender. This is most important. Longer validity is preferred.

c. Basic rate and applicable taxes/duties must be quoted distinctly and separately. Rate such as inclusive of taxes/duties are not acceptable. In case taxes and duties are not applicable, then the same should be spelt out clearly in the offer.

2. OPENING OF TENDERS:

Tenders against our Enquiries (Tender ID) shall be opened on Tender Opening Date **after 11:30 hrs. IST**. The Tender Opening Date is mentioned in covering letter of NIT. Venue of Tender opening will be "COMPUTER DIVISION "ITI Ltd., Mankapur. Interested bidders may participate in Tender opening.

3.LATE OFFERS :

Any bid sent through post or other modes shall not be considered. ITI ewizard does not allow any delay in submission of bid.

NOTE :

- a. Submit your quote on <https://itilimited.ewizard.com/>, well in advance of due date to avoid any delay due to network problem.
b. If you are not in a position to quote, for any reason please communicate the same without fail to enable us to keep you on our vendor list.
c. Please indicate the 'Sl. No.' and Code/Description exactly as per our enquiry. Any substitute or alternate code quoted should be clearly stated. In case the item quoted is under obsolescence, the same may be indicated with best last date of P.O. and supply feasibility.

4.PRICES :

- a. ITI is planning to have long term tie up with limited vendors, who can keep up good quality, prompt delivery and lowest cost. Hence, you may quote in such a way that a long term relationship is possible.
b. Prices must be per unit and should be on **F.O.R. Destination** only and inclusive of insurance charges. In such an event, while tabulating the offers, insurance is not to be reckoned and should include weatherproof packing adequate to withstand transshipment damages.
c. **LOADING FOR INVISIBLE CHARGES:-**
All qualified offers shall be compared on F.O.R. Destination basis. If your quote is other than F.O.R. Destination (like EX-Works ,F.O.R. Place of dispatch etc) various expanses like packing & forwarding , freight , insurance, and interest charges against different payment / credit terms and mode of payment (like DD / Cheque / through Bank), Bank Charges, Non-Cenvatable portion of Taxes etc. will be loaded for comparison of the offers to arrive at F.O.R. Destination rate as per ITI norms.
d. ITI, under normal circumstances, do not negotiate for the price. Hence you are requested to quote your best price in the original quotation itself.
e. Any counter terms and conditions are not binding on us unless we agree to the same in writing.
f. In case of an order/Contract on you, the ordered/Contract rate should be firm till the completion of the order.
g. Vendors should deliver the material to designated stores, as per PO terms. Out station vendors can make use of their local representative / Courier Service/Surface transport on door delivery basis to deliver the material at designated stores. ITI LTD. will not take the responsibility of clearing the goods from the carriers go-down/office/railway station/airport etc.
h. In case of supply of imported items by local dealer's proof of import should be provided. Prices quoted should indicate clearly the Cenvat relief (by way of C.V.D.), being passed on to ITI and supplier should furnish regular invoice indicating rate and amount of duty that is passed on which should be proportionate the material sold to ITI from the relevant imported consignment, covered under this appropriate Bill Of Entry.

5. STATUORY LEVIES:

- a. **All applicable statutory levies under GST Act, 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 you are absorbing the GST portion, the same may be specified clearly in the quotation itself and not after the tender opening, which otherwise will be treated as post-tender correction and would disqualify your quote.**

- c. In case of GST modification, the same has to be intimated to ITI immediately.
- d. Please ensure to indicate GSTIN number and commodity code in your quotation.

6. CENVAT/ITC RELIEF-

- (a) We are eligible to avail the ITCT of GST paid on items procured for manufacturing telecommunication equipments under "CENVAT/ITC Relief Scheme. Hence "invoice cum delivery challan" 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 the central GST Act and notifications as amended from time to time, particularly assessor code, range division, rate and amount of GST/duty debited and debit particulars.
- (c) Agent/Distributor on whom an order is placed should also produce invoice cum delivery challan as per the procedure laid down by central GST Act and notification issued from time to time. They should get registered under GST Act, is being passed on.
- (d) ECC number & GST registration number, range & collectorate/superintendent should be mentioned in your quotation.

7. TERMS OF PAYMENTS:

- a. Payment will be made for the accepted quantity within 180 days through LC from the date of receipt of the material at our Stores.
- b. NO PAYMENT WILL BE MADE FOR THE REJECTED QUANTITY.
- c. **To ensure timely payment:-**
 - i) Within 7 days clarification will be sought from the party (who is submitting bills) in case of any discrepancies in the bill.
 - ii) Within next 7 days the response is required to be submitted by the party for such request.

8. INSPECTION:

- a. We are planning to reduce inspection time with self-certification scheme for the vendors who keep up good quality leading to ship to stock systems.
- b. 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.
- c. We or our representative including our customer may if required preliminarily inspect the product at vendor's premises. Such verification shall not absolve the vendor of the responsibility to provide the acceptable product nor shall preclude subsequent rejection during the final inspection at our works. It is the responsibility of every vendor to ensure that only the inspected materials confirming to our specifications / drawings/requirements are supplied.
- d. The supplies shall be from the latest batch of productions. Batch Number should be indicated on the components/packet/test certificate and accompanying delivery challan / test-certificate.
- e. Test Certificate / check list should accompany each supply. Consignments without test certificate are liable for rejection. Rejected material should be collected immediately (within 30 days) after our intimation by giving two days prior notice for completing the necessary under GST Act. You should make arrangement to collect the material either personally, OR through your authorized representatives. ITI does not take any responsibility to send the material back to you. After 90 days from the date of rejection intimation to you the material will be scrapped at your risk if not collected.

9. TECHNICAL CATALOGUE:

Your offers should be accompanied by the relevant technical catalogue in case you have not supplied the same item earlier to us. If you have supplied the items earlier please furnish our order reference thereof

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. COMPREHENSIVE WARRANTY :

- (a) Please note that we are an ISO 9001-2015 and ISO 14001-2015 accredited company. Hence the comprehensive warranty of your equipment/product should be for a minimum period of 24 months from date of installation and testing & commissioning or Two and half (2) years from date of supply whichever is earlier. Within this comprehensive warranty period, if any of your equipment / subsystem is found defective during system testing /installation and commissioning / operation of supplied equipment in the field, the same is to be replaced free of cost immediately by you.
- (b) Operation, Installation & commissioning and maintenance manual are to be supplied with equipment free of cost.
- (c) Training for operation and maintenance of the equipment to our technical team if required, is to be provided free of cost.

11. GENERAL:

- a. We reserve the right to reject any or all offers and to order in full or part quantities thereof without assigning any reason whatsoever.
- b. *Other approved/qualified vendors against this tender may also be considered for ordering in case of larger volume or capacity constraints. However, the final discretion of distributing the quantity solely lies with ITI depending upon the ITI requirement.*
- c. *Tabulations to arrive at F.O.R Destination shall be done.*
- d. **Canvassing by tenderers in any form including unsolicited letters against tenders submitted or post tender corrections shall render their tender liable for summarily rejection.**
- e. Successful tenderer only will be intimated by post through /letter of intent/firm order.
- f. ITI ,Mankapur is a ISO 14001:2015 certified company . Vendor must ensure to use eco-friendly materials in their processes and packaging. For handling, storage and transportation of materials, standard symbols must be used as per norms to satisfy ISO 14001:2015 . *ISO 14001:2015 certified vendors should submit copy of certificate with quotation.*

12. DELIVERY SCHEDULE:

- a. Please indicate minimum Lead time required, manufacturing capacity and the quantity that can be reserved for us.
- b. Dispatch must be made strictly as per the indicated delivery schedule in the purchase order. Any additional / incidental charges due to deviation in number of deliveries without our prior concurrence will be to your account
- c. **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.

- 13. Bid Security:** - Bidders ~~have to submit EMD as mentioned in NIT. For MSME/ Startup they~~ have to sign **Bid Security Declaration** accepting that if they withdraw or modify their bids after tender opening during period of validity of offer / or after award of Bid contract, they will be suspended for the time specified in the tender documents.

14. LOCAL REPRESENTATION:

Please indicate your local representative's address, telephone no, Fax no. , e-mail address and the person to be contacted, in the offer.

15 . TEST CERTIFICATE/INSPECTION REPORT :

- a. Each consignment should be accompanied by Test /Inspection Report from the factory. A general certificate from factory stating that the item has been tested / inspected and found okay will do.
- b. If you are a Distributor and in the event of an order on you, the following certificate should be issued along with the supplies.

CERTIFICATE**DATE**

This is to certify that the Electronic Components identified by BATCH CODE / LOT CODE indicated hereunder and shipped along with this certificate, is in accordance with the requirement as per Customer's order. We certify that other certified records necessary to substantiate this certification is available with us and may be demanded by customer's inspection up to 05 years from the date of shipment.

1. CUSTOMER ORDER REF.**2. DATE****3. DEVICE TYPE:****4. QUANTITY****5. MARKING ON DEVICE****6. DATE/LOT CODE**

We agree to follow the format of conformance certificate as shown above.

For.....

(Authorized Signatory with Company Seal.)

To,

Chief MANAGER -IMM

M/S ITI LIMITED,MANKAPUR-271308, GONDA (U.P.)

16. BATCH NUMBER:

In case of an order , Machine / components supplied shall be fresh and new from recent production batch as indicated by the batch number on the machine / component.

Contd..4

17. LOCAL CONTENT-

'Local content' means the amount of value added in India which shall be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Class-I Local Supplier' means a supplier or service provider , whose Goods, services or works offered for procurement, has local content equal to or more than 50%

'Class-II Local Supplier' means a supplier or service provider , whose Goods, services or works offered for procurement, has local content more than 20% but less than 50%

'Non-Local Supplier' means a supplier or service provider , whose Goods, services or works offered for procurement, has local content less than or equal to 20%

18. MARGIN OF PURCHASE PREFERENCE- The maximum extent is 20% to which the price quoted by a Class-I local supplier may be above the L1 for the purpose of Purchase Preference.

19. PURCHASE PREFERENCE shall be given where the estimated value to be procured is greater than Rs. 5.0 Lakhs

A. PURCHASE PREFERENCE- Class-I Local Supplier shall get Purchase Preference over Class-II Local Supplier as well as Non Local Supplier as per following procedure.

- (i) Among all qualified bids , the lowest suitable bid will be termed as L1 . If L1 is Class-I Local Supplier, the contract for full qty. shall be awarded to L1.
- (ii) If L1 bid is not Class-I Local supplier, 50% of the Tender Qty. shall be awarded to L1. Thereafter, the lowest bidder among the Class-I Local supplier will be invited to match the L1 price for remaining 50% qty. subject to the Class-I local supplier's quoted price falls within margin of Purchase Preference and contract for that qty. shall be awarded to such Class-I Local supplier. In Case such Class-I local supplier fails to match L1 price or accepts less than the offered qty., the next higher Class-I Local supplier with in the margin of Purchase preference shall be invited to match the L1 price for remaining qty. and so on, and the contract shall be awarded accordingly. In case some qty. is still left uncovered on Class-I Local supplier, then such balance qty. may also be ordered on L1 bidder.

B. PURCHASE PREFERENCE- In case of tendered item is not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the "Class-I local supplier" get purchased preference over "Class-II local supplier" as well as "Non local supplier" as per following procedure: -

- (i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class-I local supplier the contract will be awarded to the L-1.
- (ii) If L-1 is not Class-I local supplier the lowest bidder among the Class-I local supplier will be invited to match the L-1 price subject to Class-I local suppliers quoted price falling within the margin of purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching L-1 price.
- (iii) In case such lowest eligible Class-I local supplier fails to match the L-1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L-1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local supplier within the margin of purchase preference match the L-1 price, the contract may be awarded to the L-1 bidder.

20. VERIFICATION OF LOCAL CONTENT:

- a. The 'Class-I local supplier/ Class-II local supplier at the time of tender, bidding or solicitation shall be required to indicate percentage of **local content** and provide self-certification that the item offered meets the local content requirement for Class-I local supplier/ Class-II local supplier, as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b. In case of procurement for a value in excess of Rs. 10 crores, the Class-I local supplier/ Class-II local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (In respect of suppliers other than companies) giving the percentage of local content.
- c. False declarations will be in breach of the code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successor can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- d. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 19 (e) i to iii below.
- e. The department of expenditure shall issue suitable instructions for the active and smooth operation of this process so that.
- i. The fact of duration of debarment of violation by any procuring entity or from promptly brought to the notice of the Member-Convener of the standing committee and the department of the expenditure through the concerned ministry/ department or in some other manner.

- ii. On a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with period of debarment is maintained and displayed on website(s).
- iii. In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading of the website(s) in such a manner that ongoing procurements are not disrupted.

21. Settlement of Disputes & Arbitration-

- a. All questions/interpretations regarding subject matter of the Contract shall be decided by the Purchaser on the request of the Seller and the decision of the Purchaser shall be final.
- b. In case of dispute, steps shall be taken by the parties to the contract to settle the same through negotiations.
- c. In case, dispute is not settled in negotiations, it shall be referred to Conciliator appointed by the competent authority of the Purchaser.
- d. In case amicable settlement is not reached between the Parties, in respect of any dispute or difference party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the ITI LIMITED Unit/Region/Division issuing the Contract.
The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.
Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or Statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Gonda, Uttar Pradesh.
- e. The Seller shall continue to perform the contract, pending settlement of dispute(s).
- f. All suits shall be instituted in a court of competent jurisdiction at **MANKAPUR/GONDA** and in case of arbitration; the Indian Arbitration Act is applicable.

22. CONSIDERATION OF INDIAN AGENT: -

- a. In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
- b. If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

23. MSME: PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES (MSES):

Purchase preference will be given to MSEs as defined in Public Procurement policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the quoted product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the quoted Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the quoted product or service. If L1 is not an MSE and MSE Seller (s) has/have quoted price within L1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L1 price and contract will be awarded for percentage of 25% of total value.

Bidders must indicate whether they fall under the purview of MSMED Act 2006 and if so the certified copy of relevant registration certificate as a proof and following details must be submitted along with the quotations: -

MSME REGISTRATION No.	WHETHER OWNER OF MSME COMPANY IS WOMAN - YES / NO	WHETHER OWNER OF MSME COMPANY IS SC/ST- YES / NO	VALIDITY OF MSME CERTIFICATE UPTO

In case such certificate is not produced at the time of submission of quotation, Party will not be considered falling under this category.

24. SIGNING OF INTEGRITY PACT (IP) :-Bidders have to submit their confirmation that in case of value of an order, if placed on them exceeds in equivalent Indian currency Rs.25.00 lakhs, they will have to sign the Integrity Pact provided to them with the tender documents.

Details of Independent External Monitor superintending IP, as per Bid Documents

Bidder has to confirm in YES / NO as below: -

AGREE TO SIGN INTEGRITY PACT IN CASE THE VALUE OF AN ORDER ON THEM EQUIVALENT TO INDIAN CURRENCY EXCEEDS Rs. 25 LAKHS :-	YES / NO
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Should the bidder fail to confirm above, their bid/quotation may not be considered.

25. Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

Any bidder from a country which shares a land border with India or their member of a consortium or joint venture will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the **Competent Authority, specified in Annex I as per Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 of Ministry of Finance (Deptt. of Expenditure).**

Definitions of Bidders

"Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

1. "Bidder from a country which shares a land border with India" for the purpose of this Order means.
 - a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
2. "Beneficial owner" for the purpose of paragraph 1 above will be as under:
 - (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.
Explanation—
 - a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
 - b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders' agreements or voting agreements;
 - (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - (v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
3. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

26. Certificate regarding compliance

Bidders have to submit **Certificate** in the tender documents regarding their compliance with **GFR 144 (xi)** as mentioned above. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Validity of registration

In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

Model Certificate for Tenders to be submitted by the Bidders: -

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

ANNEXURE-V							
PRICE BIDS/FINANCIAL BID							
Tender ID No. EB362506 Date: 05.05.2025 Due-On:12-05-2025							
Tender Inviting Authority: DM(IMM) , ITI LIMITED MANKAPUR							
	Bidder's Name						
	Bid Ref. No.& date						
				Package-8			
Sl. No.	Item Description	Total	Unit	Basic Unit Price in Rs. For Pkg-8 (FOR Solan)	Total Basic Unit Price in Rs. For Pkg-8 (FOR Solan)	GST %	REMARKS
A	Items required for Double Tension Poles						
1	Turn Buckle	24000	nos		0		
2	Extension link	24000	nos		0		
3	Clevis thimble	24000	Set		0		
4	Protection Helix (T)	24000	Set		0		
5	Terminating Helix	24000	Set		0		
6	Jumper cable clamp (2 nos.)	12000	Set		0		
7	Pole mounted stay clamp(Tublar)	24000	nos		0		
8	Adjustable Cable Storage Bracket	300	nos		0		
9	De Mountable Pulley	6	nos		0		
	TOTAL						
B	Items required for Suspension Poles						
1	Pole mounted stay clamp (Tublar)	28000	Set		0		
2	Twisted eye link	28000	Set		0		
3	Protective Helix (S)	28000	Set		0		
4	Armour Grip (AGS) Helix	28000	Set		0		
5	Suspension clipper with Elastomer pad	28000	set		0		
6	Spiral Vibration Damper(SVD)	56000	nos		0		
7	Adjustable Cable Storage Bracket	700	nos		0		
8	Demountable pulley	14	nos		0		
	TOTAL						
Note: 1.Contract may be placed as per our actual requirement.							
Note: 2. L1 will be decided on Total Value Wise for Tension Poles and Suspension Poles separately							
Note: 3.Prices must be on FOR Solan (Himachal Pradesh) basis.							
Note: 4. Splitting of qty. will be done in the ratio of 70:30 between L1 and L2 on L-1 Rate							
Note: 5. Reverse Auction shall be applicable after opening of Financial/price Bid							
Following information to be filled in , are mandatorily:-							
1. Term of Price (Must Be FOR Destnation as per Note 3):-							

2. Payment Term :-	
Note- Bidder must mention payment terms, Preferably Through LC WITH 180 DAYS CREDIT. AGAINST MATERIAL RECEIPT CERTIFICATE ISSUED BY ITI MKP	
3. Delivery Period :-	
4. Validity of offer :- (Mini. 180 days from the due date of tender)-	
5- GSTIN Reg. no of Bidder-	
6.PERCENTAGE OF LOCAL CONTENT (Must Be More than 20%)	
7. Contract to be placed in favor of (with Inland address):-	
8.Quoted Unit Basic Rate is Inclusive of GST or Exclusive of GST	

ANNEXURE-A							
TECHNICAL BID							
Tender ID No. EB362506 Date: 05.05.2025 Due-On:12-05-2025							
TENDER INVITING AUTHORITY: DM(IMM),ITI LIMITED MANKAPUR,GONDA							
Bidder's Name:-							
Bid Reference No. & Date							
					TO BE FILLED IN BY THE BIDDER		
S.N.	Item Description	Technical Specification	Total	Unit	QUOTED PART NO. IF ANY	QUOTED MAKE	REMARKS
A	Items required for Double Tension Poles						
1	Turn Buckle	As per Annexure-IV	24000	nos			
2	Extension link	As per Annexure-IV	24000	nos			
3	Clevis thimble	As per Annexure-IV	24000	Set			
4	Protection Helix (T)	As per Annexure-IV	24000	Set			
5	Terminating Helix	As per Annexure-IV	24000	Set			
6	Jumper cable clamp (2 nos.)	As per Annexure-IV	12000	Set			
7	Pole mounted stay clamp(Tublar)	As per Annexure-IV	24000	nos			
8	Adjustable Cable Storage Bracket	As per Annexure-IV	300	nos			
9	De Mountable Pulley	As per Annexure-IV	6	nos			
B	Items required for Suspension Poles						
1	Pole mounted stay clamp (Tublar)	As per Annexure-IV	28000	Set			
2	Twisted eye link	As per Annexure-IV	28000	Set			
3	Protective Helix (S)	As per Annexure-IV	28000	Set			
4	Armour Grip (AGS) Helix	As per Annexure-IV	28000	Set			
5	Suspension clipper with Elastomer pad	As per Annexure-IV	28000	set			
6	Spiral Vibration Damper(SVD)	As per Annexure-IV	56000	nos			
7	Adjustable Cable Storage Bracket	As per Annexure-IV	700	nos			
8	Demountable pulley	As per Annexure-IV	14	nos			
Note: 1. PO may be placed as per our actual requirement							
Note: 2.Prices must be on FOR Solan (Himachal Pradesh) basis.							
Note: 3.Supply must be on FOR Solan (Himachal Pradesh) basis.							
2. Validity of offer :- (Mini. 180 days from the due date of tender)-							
3. Delivery: (As per Bid Document)							

4- GSTIN Reg. no of Bidder-	
5.PERCENTAGE OF LOCAL CONTENT IN KIT (MUST BE MORE THAN 20%)	
6. IF MSME, Provide MSME Documents	
7. PO to be placed in favor of (with Inland address):-	



**Bid Document for Supply of Installation Accessories
and Fixtures for Supporting Metal Free Aerial Optical
Fibre Cables for BharatNet Project PKG-8**

Ref. No: ITI/MKP/B-Net/Installation-Accessories/06
Dated – 05/05/2025

**ITI LIMITED, Mankapur
District - Gonda
UP – 271 308**

1. INTRODUCTION

ITI Limited (ITI), a Public Sector Undertaking under the Department of Telecommunications, Ministry of Communications, is a leading Telecom equipment manufacturer and turnkey solution provider in ICT and Telecom Domain in India. ITI is having state of the art, latest electronic manufacturing infrastructure in its plants situated at Bengaluru, Palakkad, Rae Bareli, Mankapur and Naini. It has pan India presence through its Marketing, Services & Project offices (MSP).

The major customers are Government/ Defence/ Paramilitary forces/Railways/PSUs like BSNL, MTNL/Private Corporates.

More information can be viewed on www.itilttd.in

ITI has submitted its bid in Bharat Net Phase III project for Development (Creation, Upgradation and Operation & Maintenance) of Middle mile network of BharatNet on Design Build Operate and Maintain (DBOM) Model.

In this regards, proposals are invited **under e-tender mode (2 bid system)** only from the ITI MAF Partners for Installation Accessories and Fixtures for Supporting Metal Free Aerial Optical Fibre Cables. The bidders must be having necessary TSEC certifications as per TEC GR Standard No.: TEC 87060:2017 with latest amendments if any.

2. IMPORTANT DATES

S.No.	Activity	Schedule
i	Bid Issue Date	05/05/2025
ii	Due Date & Time for Submission of Proposal through Tender Wizard	12/05/2025 11:00 AM
iii	Date & Time of opening of Proposals	12/05/2025 11:30 AM

3. PURPOSE

ITI intends to supply Installation Accessories and Fixtures for Supporting Metal Free Aerial Optical Fibre Cables to Himachal Pradesh Telecom Circle for Bharatnet phase – III project under package – 8 to meet existing order requirements.

For Generic Technical Specification refer to **Annexure-IV**,

4. SCOPE OF WORK

4.1. Supply of Items –

(A) For Double Tension Poles

S.No	Description	Qty. per pole	Qty. for 12000 Poles	unit
1	Turn Buckle	2	24000	nos
2	Extension link	2	24000	nos
3	Clevis thimble	2	24000	Set
4	Protection Helix (T)	2	24000	Set
5	Terminating Helix	2	24000	Set
6	Jumper cable clamp (2 nos.)	1	12000	Set
7	Pole mounted stay clamp(Tublar)	2	24000	nos
8	Adjustable Cable Storage Bracket		300	nos
9	De Mountable Pulley		6	nos

(B) For Suspension Poles

S.No	Description	Qty. per pole	Qty. for 28000 Poles	unit
1	Pole mounted stay clamp (Tublar)	1	28000	Set
2	Twisted eye link	1	28000	Set
3	Protective Helix (S)	1	28000	Set
4	Armour Grip (AGS) Helix	1	28000	Set
5	Suspension clipper with Elastomer pad	1	28000	set
6	Spiral Vibration Damper(SVD)	2	56000	nos
7	Adjustable Cable Storage Bracket		700	nos
8	Demountable pulley		14	nos

Note – The ADSS accessories to be supplied shall be Helix Type – I as per GR No. 87060:2017 and its latest amendments

- 4.2. The quantities mentioned are tentative only and it may increase or decrease as per our requirement.
- 4.3. Reverse Auction shall be applicable.
- 4.4. L-1 party will be decided based on the total bid value for Tension Poles and Suspension Poles separately.
- 4.5. Splitting of qty. will be done in the ratio of 70:30 between L1 and L2 bidders respectively at L-1 rate.
- 4.6. ITI reserves the right to reject any or all offers and to order its full or part quantities thereof without assigning any reason whatsoever.

4.7. Tentative Delivery Timelines- The Installation Accessories and Fixtures for Supporting Metal Free Aerial Optical Fibre Cables shall be delivered by the party in staggered manner at Solan (Himachal Pradesh) starting from 30th May-2025 to 15th July.

4.8. Delivery Location –

Package	Telecom Circle	Delivery Location
8	Himachal Pradesh	Solan

4.9. The items shall be delivered by the party in the staggered manner at Himachal Pradesh Telecom Circle (Solan) as per the delivery schedule of the Purchase Order.

4.10. Rates should be quoted FOR destination. Rate should be inclusive of Freight, Insurance, packing, loading & unloading charges etc.

4.11. The rate quoted by the Tenderer should be firm and no escalation on any account whatsoever shall be paid for this work.

4.12. Loading & Unloading of the material at factory premises and at destination shall be in the scope of supplier only.

4.13. BSNL QA Inspection, Testing & Clearance will be in the scope of supplier only.

4.14. The raw material used in the manufacture of the Installation Accessories and Fixtures must be as per TEC GR Standards No.: TEC 87060:2017, with the latest amendments if any.

4.15. Warranty: Two (02) years from date of supply against any manufacturing defects.

4.16. Payments Terms – 100% by LC with 180 days usance period from the date of delivery of the items at designated stores. Separate LC will be established for each lot of supply.

4.17. Party shall raise the invoices in the name of ITI Mankapur and material shall be shipped to the consignee provided by ITI limited Mankapur.

4.18. Supplier shall be OEM only

4.19. Reserve for Make In India

4.20. PBG / EPBG @3% of the PO value shall be submitted by the party for the entire warranty period + Two (02) months extra.

4.21. Make of Installation Accessories and Fixtures for Supporting Metal Free Aerial Optical Fibre Cables –

Sl.	Make
1	Manifold
2	Veekay
3	Eritech
4	Siddhi Vinayak Optical Network

- 4.22. Pre-Contract Integrity Pact as per **Annexure – II** shall be signed and submitted by the party along with technical bid.
- 4.23. LD Clause: If the supplier fails 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.
- 4.24. The bidder shall provide clause-by-clause compliance of the bid document along with the technical bid.
- 4.25. The Quoted product (with make and models) of the bidder must meet the Technical Specifications as per the GR standard given at **Annexure-IV**.
- 4.26. The Financial Proposal shall be opened only for technically qualified proposals only.
- 4.27. The party shall quote their best rates as per the format given in the Financial Bid at **Annexure-V**.
- 4.28. **DOCUMENTS / INFORMATION TO BE UPLOADED**

	Check list of documents/information to be submitted
i.	The profile of the Bidder as per Annexure-I and Certificate of Incorporation of the Bidder company.
ii	Clause by Clause Compliance of the bid document shall be submitted along with the Technical bid
iii.	A Pre-Contract Integrity Pact as per the format given in Annexure-II .
iv	Technical Specification Annexure-IV
v	Financial Bid as per Annexure - V
vi	A copy of valid TSEC Certificate as per TEC GR Standard No.: TEC 87060:2017 with latest amendments if any.
vii.	Technical literature/Brochures of the products.

4.29. **SUBMISSION OF PROPOSAL**

The proposals shall be uploaded on Ewizard on or before the due date and time as specified. The URL for Ewizard is <https://itilimited.ewizard.com/>, <http://tenders.itiltd.in> . **for detailed information and for submission of bid. For any assistance please contact following-**

- i. Mr. Amrendra: Mob: 8448288980
- ii. Mr. Abhishek: Mob: 8448288984/790326952, e-mail: ewizardhelpdesk@gmail.com
eprochelpdesk.37@gmail.com
- iii. Deepak: 9680005669/9355030621
- iv. Mr. Sitesh- 8448288992, iv) Mr. Virendra- 8448288988
eprochelpdesk.21@gmail.com

4.30. Accessibility of NIT Document: Complete NIT document with terms and conditions is provided in the following websites

- (i) <https://www.itiltd.in/>
- (ii) <http://eprocure.gov.in/>
- (iii) <http://itilimited.ewizard.com>, <http://tenders.itiltd.in/>

Annexure-I

Bidder's Profile

1	Name and address of the company	
2	Contact Details of the Bidder (Contact person name with designation, Telephone Number, FAX, E- mail and Web site)	
3	Date of Incorporation	
4	GST Registration number	
5	PAN Number	
6	CIN Number, if applicable	

Annexure-II

PRE-CONTRACT INTEGRITY PACT
Tender ENQUIRY / BID /EOI no.....

THIS Integrity Pact is made on.....day of2025.

BETWEEN:

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

AND:

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

Preamble

WHEREAS the Principal intends to award, under laid down organizational procedures, contract for (item details) of ITI Limited Mankapur. 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 person 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 Act or 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 hierarchy of the Bidder(s)/Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.
- 3.3 The Bidder(s)/Contractor(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.
- 3.4 A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that on the basis of facts available there are no material doubts.
- 3.5 The decision of the Principal to the effect that breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s) shall be final and binding on the Bidder(s)/ Contractor(s), however the Bidder(s)/ Contractor(s) can approach IEM(s) appointed for the purpose of this Pact.
- 3.6 On occurrence of any sanctions/ disqualifications etc arising out from violation of integrity pact Bidder(s)/ Contractor(s) shall not be entitled for any compensation on this account.

- 3.7 subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/ Contractor(s) could be revoked by the Principal if the Bidder(s)/ Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption preventative system in his organization.

SECTION 4 – PREVIOUS TRANSGRESSION

- 4.1 The Bidder(s)/ Contractor(s) declares that no previous transgression occurred in the last 3 years immediately before signing of this Integrity Pact with any other company in any country conforming to the anti-corruption/ transparency International (TI) approach or with any other Public Sector Enterprises/ Undertaking in India of any Government Department in India that could justify his exclusion from the tender process.
- 4.2 If the Bidder(s)/ 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 Bidder(s)/Contractor(s) or sub-contractor/sub-vendor/associates of the Bidder(s)/Contractor(s) which constitutes corruption or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer of the Principal for appropriate action.

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

- 8.1 The Principal appoints competent and credible Independent External Monitor(s) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- 8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.
- 8.3 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents Bidder(s)/Contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting

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

- 8.5 The Monitor will submit a written report to the Chairman & Managing Director of the Principal within a reasonable time from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.6 If the Monitor has reported to the Chairman & Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director of the Principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 8.7 The word '**Monitor**' would include both singular and plural.
- 8.8 Details of the Independent External Monitor appointed by the Principal at present is furnished below: -

1- Shri Atul Jindal, IFS (Retd.)

3/10 Vishesh Khand Opp. Little Friend School Gomti Nagar,
Lucknow-226010(UP)

2- Shri Benny John, IRS (Retd.):

Villa No. 36, Kent Plam Villas, Fort Valley Township, Athani,
Kakkanad, Ernakulam, Kerala – 682 030.

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 Bidder(s)/Contractor(s) is unsuccessful, the Pact will automatically become invalid after three months on evidence of failure on the part of the Bidder(s)/Contractor(s).

11.3 If any claim is lodged/made during the validity of the Pact, the same shall be binding and continue to be valid despite the lapse of the Pact unless it is discharged/determined by the Chairman and Managing Director of the Principal.

SECTION 12 – OTHER PROVISIONS

12.1 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate Office of the Principal at Bangalore.

12.2 Changes and supplements as well as termination notices need to be made in writing by both the parties. Side agreements have not been made.

12.3 If the Bidder(s)/Contractor(s) or a partnership, the pact must be signed by all consortium members and partners.

12.4 Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.



12.3 Any disputes/ difference arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.

12. 4 The action stipulates in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

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

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

.....

.....

CHIEF MANAGER / Dy. General Manager
ITI LIMIED , MANKAPUR

Witness

Witness

1)

1).....

2)

2).....



ANNEXURE-III

Bid Security Declaration

Dated:

To
The ITI LIMITED
Mankapur Unit
Dist. – Gonda, UP- 271308

We, the undersigned, declare that:

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

(a) have withdrawn or modify our Bid after tender opening during the period of Bid validity specified in the tender.

(b) having not accepted the correction of errors in accordance with the Instructions to Bidders or

(c) having been notified of the acceptance of our Bid by ITI Limited during the period of Bid validity (i) fail or refuse to furnish the performance security in accordance with the NIT, or (ii) fail or refuse to execute the Contract in accordance with the ITI LIMITED.

We understand this Bid-Security Declaration shall expire, if we are not the successful Bidder, upon the earlier of C(i) our receipt of your notification to us of the name of the successful Bidder; or

C(ii), thirty (30) days after the expiration of Bid Validity specified in the tender.

Sign and seal

Name of authorized Official

Legal Stamp

Annexure-IV

Technical Specifications of Installation Accessories and Fixtures for Supporting Metal Free Aerial Optical Fibre Cables

- 1) TEC GR Standard No.: TEC 87060:2017 with latest amendments if any.
- 2) Tender Enquiry No.: MM/BNO&M/BN-III/T-791/2024 issued on 15.02.2024 and its amendments.
- 3) Party shall submit the valid TSEC Certificate along with the technical bid.
- 4) Party shall ensure the validity of the TSEC till completion of the warranty period.
- 5) All the raw materials shall be used as per the sources mentioned in the TSEC Certificate only.
- 6) The specifications of the accessories shall be as per TEC GR Standard No.: TEC 87060:2017 with latest amendments if any.
- 7) All the accessories must be supplied as per the sources mentioned in the TSEC Certificate only.
- 8) List of Installation Accessories and Fixtures for Supporting Metal Free Aerial Optical Fibre Cables Accessories to be supplied per pole Tension and Suspension Pole-

(A) For Double Tension Poles

S.No	Description	Qty. per pole	Unit
1	Turn Buckle	2	nos
2	Extension link	2	nos
3	Clevis thimble	2	Set
4	Protection Helix (T)	2	Set
5	Terminating Helix	2	Set
6	Jumper cable clamp (2 nos.)	1	Set
7	Pole mounted stay clamp(Tublar)	2	nos
8	Adjustable Cable Storage Bracket	As per need	nos
9	De Mountable Pulley	As per need	nos

(B) For Suspension Poles

S.No	Description	Qty. per pole	Unit
1	Pole mounted stay clamp(Tublar)	1	Set
2	Twisted eye link	1	Set
3	Protective Helix (S)	1	Set
4	Armour Grip (AGS)Helix	1	Set
5	Suspension clipper with Elastomer pad	1	set
6	Spiral Vibration Damper(SVD)	2	nos
7	Adjustable Cable Storage Bracket	As per need	nos
8	Demountable pulley	As per need	nos

Note – The ADSS accessories to be supplied shall be Helix Type – I as per GR No. 87060:2017 and its latest amendments.
