



NETWORK SYSTEM UNIT Bangalore

(A Govt. of India Undertaking) Dooravaninagar. P.O. Bengaluru – 560 016

Tel: 080 - 28503639, Fax 080 – 28503653

www.ityltd.in

TENDER FOR “SUPPLY OF POWER AND EARTHING CABLE”

[TWO BID SYSTEM]

Table of Contents

ANNEXURE-I (Tender for Supply of Power and Earthing Cable)	4
1. Introduction	4
A. Contact Persons	5
B. Office Address	5
C. Material Delivery Address.....	5
2. General information.....	6
2.1 e-Envelope-I [Technical Bid].....	6
2.2 e-Envelope- II [Commercial BID]	7
3. Eligibility Criteria for the Bidders.....	7
4. Financial Strength.....	8
5. Earnest Money Deposit (EMD):.....	8
6. Performance Bank Guarantee.....	9
7. Liquidity Damages (LD) Clause:	9
8. Delivery Schedule for Supply of Power and Earthing Cable at given Location	9
9. Payment Terms	9
10. Escalation in Price	10
11. Confidentiality	10
12. Warranty	10
13. Guarantee	10
ANNEXURE-II (Scope of Work)	11
ANNEXURE-III (Special Conditions)	13
1. General.....	13
2. Testing.....	14
3. Climate Condition	14
4. Quality Assurance Plan:	14
5. Packing and Marking.....	14
ANNEXURE-IV (Bidder's Profile)	15
ANNEXURE- V (Check List for Submission of Tender)	16
ANNEXURE-VI (Declaration Of Bidders)	17
ANNEXURE- VII (Proforma)	18
ANNEXURE- VIII (Turn Over)	19
ANNEXURE- IX.....	20
ANNEXURE- X.....	21
ANNEXURE- XI.....	22
ANNEXURE- XII (Integrity Pact)	23
ANNEXURE- XIII(Mutual Non- Disclosure Agreement).....	30
ANNEXURE-XIV	34

ANNEXURE-XV (Compliance to No Variance)	35
ANNEXURE-XVI (Price Bid)	36
ANNEXURE-XVII (EMD Bank Guarantee Proforma).....	38
ANNEXURE-XVIII (Bank Guarantee Proforma).....	40
ANNEXURE-XIX (Form of Bid Securing Declaration).....	42
ANNEXURE-XX (NSU Bank Mandate Form).....	43

**ANNEXURE-I
(Tender for Supply
of Power and
Earthing Cable)**

TENDER FOR SUPPLY OF POWER AND EARTHING CABLE

1. Introduction

ITI Limited, a Public Sector Undertaking under the Department of Telecommunications, Ministry of Communications, is a leading Telecom equipment manufacturer and solution provider in India. The major customers are BSNL, BBNL, MTNL, Defense, and Paramilitary forces, Railways, Banks and Central and state Govt. departments, Institutions, and research organizations. ITI has a PAN India business footprint supported by the network of its Manufacturing units and MSP (Marketing, Services, and Project) units at various locations.

ITI Limited has been undertaking various projects in all fields of telecommunications and information technology and continuously deploying new technologies in the field of Telecom, ICT, Networking, e-governance etc. ITI has diversified its operation and has been executing Turnkey projects in the field of Smart Infrastructure, Bharat Net, and Defense Network Rollout etc.

This Tender is being floated for supply of power and earthing cable.

NAME OF WORK: Tender for “SUPPLY OF POWER AND EARTHING CABLE.”

SLNO	DESCRIPTION	INFORMATION
1	REFERENCE NO. OF TENDER DOCUMENT	Tender No. ITI/NSU/ASCON Ph-IV/Cables/PS/2023-24/001 dated 10.07.2024
2	DATE OF UPLOADING OF TENDER DOCUMENT	10.07.2024
3	MODE OF SUBMISSION OF TENDER	GeM portal (Government e-Marketplace Portal)
4	LAST DATE & TIME FOR SUBMISSION OF BIDS	31.07.2024 AT 14.00 Hrs
5	DATE & TIME OF OPENING OF TECHNICAL BIDS	31.07.2024 AT 14.30 Hrs
6	PRE-BID MEETING /QUERY	Query can be send through Email at sarvanshsinha_nsu@itild.co.in
7	OPENING OF FINANCIAL BIDS	Will Be Intimated Later

8	EARNST MONEY DEPOSIT (EMD) IN THE FORM OF DEMAND DRAFT/ BANKERS CHEQUE.	Rs.2,05,000.00/- (The EMD has to remain valid for a period of 45 days beyond the final bid validity period). Micro small Enterprise (MSE) Organizations and startups are exempted from EMD. But bid securing declaration form need to be submitted.
9	FINANCIAL TURNOVER	Rs. 62,00,000.00/- (The average financial of last three years should be above or equal to)
10	ADDRESS FOR BID SUBMISSION	GeM Portal https://gem.gov.in
11	VALIDITY	180 days from the last date of submission of bid.
12	PERFORMANCE BANK GURANTEE	5% of PO value, valid through warranty period +60days
13	DELIVERY PERIODE	Staggered delivery and Delivery should be completed by December 2024.
14	ESCALATION	NIL
15	CONTACT PERSON	DGM-A -For Technical Queries: Email: sarvanshsinha_nsu@itilttd.co.in DGM MM –For other queries: Email: materials_nsu@itilttd.co.in
16	ESTIMATED COST VALUE	Rs. 2,05,00,000.00/- (Including GST)

A. Contact Persons:

If any quarries regarding tender, may feel free contact to the following contact persons: -

Deputy General Manager (A)

ITI Limited, NS Unit,

E-Mail: sarvanshsinha_nsu@itilttd.co.in

Chief Manager (A)

Email: krkannan_nsu@itilttd.co.in

B. Office Address:

O/o The Deputy General Manager (ASCON)

ITI Limited, Network System Unit

C/O 5 Signal Group, Asmara Lines Opp Western Air Command

New Delhi -110010

C. Material Delivery:

Materials should be delivered at delivery locations without any extra cost. Delivery location will be Warehouse of ITI Limited in Srinagar and Rae Bareli.

2. General information

The tender is invited in **TWO BIDS**, consisting of Technical Bid and Price/Commercial Bid.

2.1 E-Envelope-I [Technical Bid]

The Technical Bid without the Price/Rate shall contain the following details and Tender documents shall be filled, signed and submitted/Uploaded in original.

- (i) Cover note by the Bidder indicating the name of the Company/Organization, address, communication details (mobile numbers, landline numbers, fax numbers, e-mail ids for correspondence), name of the contact person, designation of the Bid submission authority.
- (ii) All the documents regarding eligibility criteria.
- (iii) Complete set of tender documents original as sold dully/downloaded filled and signed by the bidder as prescribed in the different places of the tender document.
- (iv) Information regarding the bidder [organization setup] as in the proforma enclosed at **Annexure- IX**.
- (v) Bidder's Profile [**Annexure- IV**]
- (vi) Declaration regarding the Bidders work experience organization in the proforma enclosed in **Annexure- VII**.
- (vii) Acceptance of all the terms & conditions indicated in our tender.
- (viii) Income Tax Return for the last three financial years (**Annexure- VIII**).
- (ix) PAN Number and GST Registration certificate.
- (x) Power of attorney in the case as an authorized representative who has signed the tender.
- (xi) An integrity pact duly signed by the bidder shall be submitted. Any bid without a signed Integrity pact shall be rejected. [**Annexure-XII**].
- (xii) Mutual Non-Disclosure Agreement duly signed by the bidder shall be submitted. Any bid without a signed Non- Disclosure Agreement shall be rejected. [**Annexure-XIII**].
- (xiii) Single point of contact (SPOC) details for official communication (Name, Mobile no., Email id, Address).
- (xiv) Self-declaration for not having any litigation history.
- (xv) Tenders not submitted on time will not be considered and will be summarily rejected. Tender documents shall be filled and submitted in original [all pages of tender documents to be sealed and signed/digitally signed]. [Submitted along with the technical bid].
- (xvi) The conditional tender will not be considered and will be summarily rejected.
- (xvii) Addenda to the tender documents may be issued before the date of opening of the Tenders to clarify the documents or to reflect modifications in their NIT.
- (xviii) All the addenda issued by the authority-inviting tender shall be part of the tender document.
- (xix) There shall not be any financial quote in the Technical Bid.

(xx) Tender can be withdrawn at any time and any stage, final decision will be of ITI management.

2.2 e-Envelope- II [Commercial BID]

The Price/Commercial Bid, consists of Priced Bid document (Proforma given in **Annexure-D**) with the rate quoted in figures and words only in separate sealed Envelope. Incomplete Price bid is liable for rejection. Bidders should quote for all line items, otherwise bid is liable for rejection.

3. Eligibility Criteria for the Bidders

I. Company Profile:

- a. The Bidder shall be a Company incorporated /registered in India under Companies Act 1956/2013/ proprietorship/ partnership firm/ Limited Liability Partnership (LLP).
- b. Bidder shall have experience of working with CPWD, Railways, Defense, Department of Post, State PWDs, State/Central PSUs, Semi-Government Organizations, Autonomous Organization and Private Companies entities in the same field.

II. Work Experience:

Bidder should have relevant experience in the field of supply of power and earthing cable for/in at least last 3 years as indicated below.

- i. Three similar works each costing not less than 40% of the estimated cost put to tender. or
- ii. Two similar works each costing not less than 50% of the estimated cost put to tender. or
- iii. One similar work costing not less than 80% of the estimated cost put to tender.

Similar works mean "Supply of power and earthing cable" for/in at least last 3 years. The experience in similar nature of work should be supported by certificates issued by the client's organization. The bidder has to submit Letter of purchase order for ongoing work/Completion certificate and copies of the Corresponding TDS certificate.

Work Experience certificate: Bidder shall submit the work experience certificate from client as per format given in **Annexure-VII**.

In case bidder submits work experience certificate issued by private companies/entities, the bidder shall also submit the relevant copy of Purchase/work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.

4. Financial Strength:

The average annual financial turnover for the last 3 years shall not be less than 30% of the estimated cost. The requisite Turnover shall be duly certified by a Chartered Accountant with his seal/Signatures and registration number as per format given in **Annexure-VIII**.

- a. The Bidder shall have a positive Net Worth at the end of the financial year.
- b. The Bidder shall submit Audited financial statements for three years by CA.

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- a. Record of poor performance such as abandoning the works, not properly completing the Purchase/Work Order, inordinate delays in completion, litigation history, or financial failures, etc.,
- b. Participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Employer.

5. Earnest Money Deposit (EMD):

As specified in the tender document EMD fee of R s . 2,05,000.00/- EMD shall be payable with the bid. EMD to remain valid for a period of 45 days beyond the final bid validity period. Micro small Enterprise (MSE) Organizations and Startups are exempted from EMD and tender fee. But bid securing declaration form need to be submitted.

This shall be paid well in advance of tender submission time through DD/ Bank Guarantee / Online Payment (NEFT/RTGS) in favour of ITI Ltd, N.S. Unit, Bangalore-560016. The Bank details is attached as **Annexure-XX**. Proof/receipt of payment of cost of EMD to be uploaded.

Note: The DD no. /Bankers pay order no. Shall be indicated on the letter head along with a scanned copy of the above payment must be uploaded during tender submission.

The EMD may be forfeited:

- a. If a bidder withdraws the bid after bid opening during the period of validity.
- b. The information provided by the bidder is found to be false/forged document have been provided. This will entail black listing of the tender also.

- c. **IN CASE L1 BACKS OUT:** In case the bidder withdraws during the technical evaluation, even before financial bid opening. Still the technical bid of such bidder will be evaluated. If this bid happens to be technically suitable and also happens to be L-1, then also the tender has to be discharged and EMD of the bidder will be forfeited.
- d. **Return of Earnest Money deposit:** No interest shall be allowed/liable/applicable on the Earnest Money deposit by the Bidder. The earnest money of the unsuccessful bidder will be refunded on their request after the finalization of the bid.
- e. The Earnest Money deposited by the successful bidder will be returned with **"No Dues Certificate"** after 15 days from the date of submission of PBG.
- f. EMD shall be forfeited if the Bidder fails to submit amount of Performance Bank Guarantee within 30 Days.

6. Performance Bank Guarantee:

PBG for supply of power and earthing cable will be submitted by Bidder in the form of Performance Bank Guarantee (PBG) equal to 5% of the PO value through warranty period + 60 Days from the scheduled bank of India in favour of ITI Limited, NS Unit.

- a. The PBG has to be furnished within 15 days from the date of Issue of PO and should remain valid through Warranty period +60 (sixty).
- b. If the PBG validity is going to expire before completion of delivery/warranty period, it will be obligatory on bidder part to extend the PBG validity period accordingly.
- c. No interest shall be allowed on the PBG by the Bidder.
- d. Bidder shall submit performance bank guarantee bond as per **ANNEXURE-XVIII**.
- e. The EMD of successful bidder shall be discharged/released after the submission of PBG.

7. Liquidity Damages (LD) Clause:

LD shall be as per ITI Clauses @ 0.5% of PO value per week or part thereof subject to a maximum of 10% of the order value or to cancel the order. The timelines for completing the work shall be as defined in the Purchase order released to the successful bidders and any delay shall trigger LD clause as mentioned above. Delay attributed to Force Majeure or enhancement in the scope of work by the way of modification or delay on the part of ITI in the clearing the site, furnishing of clarification, Supply of ITI materials etc. shall not attract LD.

8. Delivery Schedule for Supply of Power and Earthing Cable at given Location:

Staggered delivery and delivery should be completed by December 2024.

9. Payment Terms:

- a. Payment will be made on actual delivery basis.
- b. The vendor will provide the TAX invoice on actual delivery basis single Invoice.
- c. Once the items delivered will be checked / tested by our Technical Team then only bill will be processed.
- d. The GST Tax Invoice/E-Invoice should be submitted after the acceptance of the material.
- e. The General Tender notice shall be deemed to form part of the agreement.

10. Escalation in Price:

No escalation will be paid on account of any increase in the price index in the price of material. No price escalation shall be applicable even during an extended period for completing the supply.

11. Confidentiality:

Information relating to the evaluation of Bidders and recommendations concerning awards shall not be disclosed to the bidders who submitted the tender or to other persons not officially concerned with the process until the publication of the award of the contract. This undue use by any bidder of confidential information related to the process may result in the rejection of its tender and may be debarred from participating.

12. Warranty:

- a. The successful bidder should provide warranty valid minimum for 24 months from date of delivery.
- b. All items should be fully matched with our specification as mentioned in **Annexure-I** of Technical Bid. Mismatch or other equivalent items will not be accepted.
- c. Any supplied item in tender found faulty or damaged or mismatched during our technical specification during material inspection or testing/installation & commissioning (I&C) /operation of equipment in field due to deviation from our specifications shall be replaced by vendor free of cost within 14 days at the place of original point of supply from date of intimation through official e-mail/letter.
- d. Any delivered item became faulty during warranty period (min 24 months) shall be replaced with new one by vendor free of cost within 14 days at the place of original point of supply from date of intimation through official e- mail/letter.

13. Guarantee

All the cables shall be guaranteed against faulty material, defective design & poor workmanship for a period of 24 Months from the date of delivery. The materials becoming defective during the guarantee period shall be replaced free of cost and the defects arising out of the works shall be rectified free of charge without delay.

ANNEXURE-II
(Scope of Work)

SCOPE OF WORK

Subject: Supply of Power and Earthing Cable

- Supply of Power cable as per Specification detailed in Annexure-I of Technical Bid.
- Staggered delivery and delivery should be completed by December 2024 or else LD will be applicable. Materials should be delivered at delivery location (ITI Limited's Rae Bareli and Srinagar Warehouse) without any extra cost.
- Supply power cables used shall be ISI marked, of appropriate rating, appropriately colour coded, items will be accepted.
- Supply of Cable will be acceptable only for the given reputed brand **Finolex, Havells, Polycab, Torrent cable** (with required IS Standard undertaking).

If any queries regarding cables, Tenderer may contact at following address before quoting the tender:

C/O HQ 5 Signal, ITI Ltd,

ESG, Asmara Lines NH8 Opp. Western Air Command,

Delhi Cantt., New Delhi 110010

(Landmark: Airport express line metro pillar 175).

Loading /unloading and packaging of the supply cable at the delivery location will be in the scope of bidder.

The Technical specification for the supply of Power and Earthing cable is as follows: -

S. No.	Item	Specifications	Quantity (in meter)	Compliance (Yes/No)
1.	Cable	70 sq mm Cable, 3.5 Core XLPE armoured Cable Al	960	
2.	Cable	50 sq mm Cable, 3.5 Core XLPE armoured Cable Al	11160	
3.	Cable	35 sq mm Cable, 3.5 Core XLPE armoured Al	4450	
4.	Cable	25 sq mm Cable, 3.5 Core XLPE armoured Al	5100	
5.	Cable	4 Core XLPE Cable 16 Sq mm Al armored	45	
6.	Cable	4 Core XLPE Cable 10 Sq mm Al armored	45	
7.	Cable	4 Core PVC Cable 6 Sq mm Cu	370	
8.	Cable	3 Core PVC Cable 6 Sq mm Cu	5550	
9.	Cable	25 Sq mm Cu single core cable Black	12500	
10.	Cable	25 Sq mm Cu single core cable Red	12500	

TENDER FOR SUPPLY OF POWER AND EARTHING CABLE

S. No.	Item	Specifications	Quantity (in meter)	Compliance (Yes/No)
11.	Cable	16 Sq mm Cu single core cable Red	9920	
12.	Cable	16 Sq mm Cu single core cable Black	9920	
13.	Cable	Power cable Red 10 Sqmm Cu Single Core	7400	
14.	Cable	Power cable Black 10 Sqmm Cu Single Core	7400	
15.	Cable	Power cable Red 4 Sqmm Cu Single Core	1050	
16.	Cable	Power cable Black 4 Sqmm Cu Single Core	1050	
17.	Cable	Earthing Cable 35 Sqmm Cu Single core (Green)	21000	
18.	Cable	Earthing Cable 6 Sqmm Cu Single core (Green)	3640	

Note:

Cu- Copper,

Al- Aluminum,

PVC- Polyvinyl chloride,

RYB- Red Yellow and Blue,

XLPE-Cross linked polyethylene

RMT- Rate per meter

**ANNEXURE-III
(Special
Conditions)****SPECIAL CONDITIONS****1. General**

- a. These special conditions shall be read in conjunction with the General Terms and Conditions of the contract. Where the provisions of these conditions are at variance with the provisions of the General Conditions of the Contract, the provisions of these special conditions shall take precedence.
- b. The PO shall be executed in strict accordance with the accepted conditions of the contract, bill of quantities, specifications, and orders as may be issued by the Deputy General Manager (A) of ITI LTD or designated Engineer.
- c. The Quantity variation: Quantities given in the tender documents may increase/decrease BY ANOTHER 25%. However, Unit rates shall remain firm for variation in quantities whatever may be the percentage of increase or decrease in the quantities of any item. No claim in this regard admissible.
- d. In case of conflict amongst the provisions of the bill of quantities, specifications the following precedence shall be followed.
 - Descriptions of the item in the bill of quantities.
 - Provisions in the specifications, Special conditions, if any.
- e. In the case of conflict amongst the various parameters defined in the NIT, the decisions of the Deputy General Manager (A) of ITI LTD or designated Engineer shall be final and binding.
- f. Samples of all the materials shall be got approved by the Deputy General Manager (A) of ITI LTD or designated Engineer in writing. The Engineer or his representative will reject all materials not corresponding in quality or specifications. All expenses in this connection shall be borne by the bidder.
- g. The bidder will also be required to furnish a Performance Bank Guarantee Agreement as per the format of ITI Limited.

2. Testing

A copy of Type Test Reports for the tendered type and size of cable carried at Govt. labs /Recognized Test House/Certified labs/ NABL Accredited labs should be submitted along with the tender. The type tests shall be carried out as per IS 7098 Part 1 (1988) or/and IS 1554(Part 1) 1988 or/and IS: 694:1990.

The following shall constitute type of test with:

- i. Complete identification, date and serial no.
- ii. Method of application, where applied duration and interpretation of each test.

3. Climate Condition:

The cable shall be work satisfactorily under following climate condition

1.	Maximum ambient temperature	50 ⁰ C
2.	Minimum ambient temperature	- 30 ⁰ C
3.	Maximum relative humidity	100%
4.	Minimum relative humidity	26%
5.	Altitude	Below 4000 meter above means sea level.

4. Quality Assurance Plan: -

The tenderers must supply and attested photocopy of valid ISI License/other International certification mark of any along with the tender, failing which their tenders are liable to be rejected. List of manufacturing facilities available shall be submitted the tender. List of testing facilities available for final testing of the cables shall be submitted with the tender.

5. Packing and Marking:

The Cables shall be wound on a drum (Ref. IS: 10418-1972 and its amendments) of suitable size and packed. The ends of cable shall be sealed by means of non-hygroscopic sealing material. The Cables shall be packed in non-returnable wooden drums. The wooden drums should be bearing distinguishing number with following information duly stenciled on the outer side of one flange.

- a. Name of the Manufacturer.
- b. Reference Indian Standard of Cable.
- c. Normal sectional area of the Conductor of the Cable.
- d. Number of Cores.
- e. Type of Cable & Voltage for which it is suitable.
- f. Length of Cable in this drum.
- g. Number of lengths on drum (if more than one).
- h. Direction of rotation of Drum (by means of arrow).
- i. Gross Weight.
- j. Colour code (in case of single core cable).
- k. Purchase Order No. & Date.
- l. Year of Manufacture.
- m. Property of ITI Ltd.
- n. Date of Delivery.

ANNEXURE-IV (Bidder's Profile)

Bidder's Profile

1	Name in full under which the Bidders is trading	
2	Address of Official Premises at Delhi with Mobile/Telephone No./E-mail ids/FAX	
4	Type of the company a) Public Limited b) Private Limited c) Partnership Concern d) Individual/Proprietary e) Any other (pl Specify)	
5	Whether bidder is a MSME? If Yes, attach certificate.	

I/We certify that to the best of my/our knowledge, the particulars furnished above are true. It is understood that the information furnished will be treated as confidential and will not be divulged to unauthorized persons.

Place :

Date :

Bidder's Company Seal :

Authorized Signatory's Signature :

Authorized Signatory's Name and Designation :

ANNEXURE- V
(Check List for
Submission of
Tender)

CHECK LIST FOR THE SUBMISSION OF TENDER

Whether the following documents are enclosed:

Sl. No.	Discription	Yes	No	Page No.
1	Documents in support of submission of EMD			
2	Copy of Power of Attorney of authorized signatory of the bid on stamp paper duly notarized			
3	GST registration certificate			
4	Average annual financial turnover for the last three years certified by the Chartered Accountant with registration number			
5	Organization set up of the company [as per annexure]			
6	Work completion certificate during the last Seven years			
7	Details of ongoing works			
8	Signed Integrity Pact			
9	Any Litigation History			
10	All the pages of tender documents signed			
11	Signed non-disclosure agreement			
12	All the pages of Bid document signed			

Note: Bidder has to take notice of the above points and checkmark Yes / No. The checklist shall be placed in the technical bid.

ANNEXURE-VI (Declaration Of Bidders)

DECLARATION OF BIDDERS

FROM

TO

.....
.....

1. I/We have read the conditions of the tender and tender documents attached hereto and agree to abide by such conditions. I/We offered to do..... at the rates quoted in the attached schedule to complete the works on or before the dates mentioned in the schedule for completion of PO.
2. I/We further agree to sign an agreement, bind to abide by the general conditions of the contract, and to carry out all works according to the specifications laid down in the tender papers. I/We hereby pay the earnest money of by demand draft/banker's cheque. I/We bind myself/ourselves to deposit the security deposit [Performance security] as prescribed within 15 days after receiving the notice that the contract has been awarded to me/us failing which I/We have no objection to the forfeiture of the earnest money in full; otherwise they said earnest money shall be retained by the said company towards security deposit as specified in the conditions. I/We further bind myself/ourselves to execute the Tender document and to commence the work with 15 days after issue of the Purchase order in writing as aforesaid failing I/We agree to the company forfeiting the earnest money and security deposit deposited with them. The accepting authority shall also be at liberty to cancel the acceptance of the tender if I/We fails to deposit the security amount as specified or to execute an agreement or to start work as stipulated in the tender documents.
3. I/We hereby enclose a declaration of my/our experience of execution of works of similar nature and magnitude carried out by me/us in the prescribed proforma, and also the income tax and sales tax clearance certificates.
4. The offer shall remain open for acceptance by the Accepting Authority for a **period of 6 months** from the date of opening of the tender.**[180 days]**
Date:

Signature of bidder

With the seal of the firm
witness.....

(Name in block letters)

Power of attorney in case the tender is signed by the authorized nominee must be enclosed.

Address:

Occupation:

ANNEXURE- VII
(Proforma)
PROFORMA FOR WORK EXPERIENCE CERTIFICATE FROM CLIENTS,
Name of the Clients with Address, E-mail, and Phone No.
Name of the Bidder:

1	Name of work/project location	
2	Name, address and Email of the client	
4	Cost of supply/work completed	
5	Date of start	
6	Percentage of supply/work completed (applicable if supply/work is under progress)	
7	The actual date of completion	
8	Scope of work/Supply	

Signature with Seal of the Issuing Authority Date:
Name: Designation:

ANNEXURE- VIII
(Turn Over)
FINANCIAL TURN OVER FOR LAST THREE YEARS.

S.No.	Financial year	Turnover	ITR
1	2020-21		
2	2021-22		
3	2022-23		
Average turnover			

Note:

In addition to the above, the applicant has to submit the following documents/information,

- a. Copy of the balance sheets
- b. Copy of the valid GST no.
- c. Copy of the PAN/TAN
- d. Details of litigation if any.
- e. Other relevant details if any.

The requisite Turnover certificate shall be duly certified by a Chartered Accountant with his seal /Signature and Registration No.

Signature of the bidder with Seal

ORGANISATION SET UP OF THE COMPANY.

S.No.	Name	Designation	Qualification	Professional Experience	Registration	Years with the firm	Remarks

Signature of the bidder with Seal
(Above is an example format)

Feedback from Vendor

Vendor Name:

Email id: _____

Phone No.: _____

Sl.No.	Question	Answer
1	Whether you are registered MSME vendor	YES/NO
2	If yes, Registration No.	
3	Whether you are SC/ST MSME	YES/NO
4	Whether you are women MSME	YES/NO
5	What is the percentage of Local content in percent	

Signature of the bidder with Seal

DETAILS OF THE WORK COMPLETED DURING THE LAST 3 YEARS

Sl. No.	Name of work	Scope of supply/ services	Value of supply/ work	Date of start/completion	Name and address of the client	Value of TDS in case of private work	Remarks

NOTE:

THE FOLLOWING DOCUMENTS ARE TO BE ENCLOSED FOR EACH OF THE ABOVE WORKS.

- a. Completion certificate.
- b. Copy of award letter and PO/WO copy.
- c. Other relevant documentary evidence, if any.

Signature of the bidder with Seal

ANNEXURE- XI**DETAILS OF ONGOING WORKS.**

S.No.	Name of work	Scope of supply/ services	Value of supply/work order	Date of start/completion	Name and address of the client	Remarks

NOTE:

(1) The following documents are to be enclosed for each of the above works.

- a.** Copy of Award letter.
- b.** Other relevant documentary evidence if any.

Signature of the bidder with Seal.

ANNEXURE- XII (Integrity Pact)

PRE CONTRACT INTEGRITY PACT

PURCHASE ENQUIRY/ORDER No.

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

BETWEEN:

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

AND:

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

Preamble

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

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

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

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

SECTION 1 – COMMITMENTS OF THE PRINCIPAL

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the 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) commits himself to take all measures necessary to prevent corruption. He commits himself to 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: -

IEM I

Shri Javeed Ahmad, IPS(Retd.)
M-1101, Shalimar Gallant Apartment,
Vigyanpuri ,Mahanagar,Lucknow-226006.

IEM II

Shri Atul Jundall, IFS (Retd.)
3/10 Vishesh Khand Opp. Little Friend School,
Gomti Nagar, Lucknow-226010(UP)
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 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-XIII
(Mutual Non-
Disclosure
Agreement)

MUTUAL NON- DISCLOSURE AGREEMENT

This Agreement is made as of the ----- 2023 between ITI Ltd. having its registered and Corporate office at Dooravani Nagar, Bangalore-560016

And -----hereinafter called ITI Ltd. which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns and (M/s-----) a company having its registered office at ----- herein after called "The Bidder" which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

Whereas in order to pursue the mutual business purpose of this particular Consultancy as specified in Exhibit A (the "Business Purpose"), ITI Ltd. and M/s ----- recognize that there is a need to disclose to one another certain information, as defined in Para 1 below, of each party to be used only for the Business purpose and to protect such confidential information from unauthorized use and disclosure.

In consideration of the other party's disclosure of such information, each party agrees as follows:

This Agreement will apply to all confidential and proprietary information disclosed by one party to the other party, including information listed in Exhibit A attached hereto and other information which the disclosing party identifies in writing or otherwise as confidential before or within thirty days after disclosure to the receiving party ("Confidential information").

Information consists of certain specifications, designs, plans, drawings and /or technical information, and all copies and derivatives containing such information, that may be disclosed to one another for and during the purpose, which a party considers proprietary or confidential ("Information"). Information may be in any form or medium, tangible or intangible, and may be Communicated/disclosed in writing, orally, or through visual observation or by any other means to one party (hereinafter referred to as the receiving party) by the other party (hereinafter referred to as one disclosing party). Information shall be subject to this Agreement, if it is in tangible form, only if clearly marked as proprietary or confidential as the case may be, when disclosed to the receiving party or, if not in tangible form, its proprietary nature must first be announced, and it must be reduced to writing and furnished to the receiving party within thirty (30) days of the initial disclosure.

M/s ----- and ITI Ltd hereby agreed at during the Confidentiality Period:

ITI Ltd. NIT. No. _____

The receiving party shall use Information only for the Purpose, shall hold Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the Information, and shall grant access to Information only to its employees who have a need to know, but only to the extent necessary to carry out the business purpose of this project as defined in exhibit A, shall cause its employees to comply with the provisions of this Agreement applicable to the receiving party, shall reproduce Information only to the extent essential to fulfilling the purpose, and shall prevent disclosure of information to third parties.

Upon the disclosing party's request, the receiving party shall either return to the disclosing party all Information or shall certify to the disclosing party that all media containing Information have been destroyed. Provided, however, That an archival copy of the Information may be retained in the files of the receiving party's counsel, solely for proving the contents of the Information.

The foregoing restrictions on each party's use or disclosure of Information shall not apply to Information that the receiving party can demonstrate was independently developed by or for the receiving party without reference to the Information, or was received without restrictions; or

has become generally available to the public without breach of confidentiality obligations of the receiving party; or

was in the receiving party's possession without restriction or was known by the receiving party without restriction at the time of disclosure; or

is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however that the receiving party has given the disclosing party prompt notice of such demand for disclosure and the receiving party reasonably cooperates with the disclosing party's efforts to secure and appropriate protective order; or

is disclosed with the prior consent of the disclosing party; or

was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the receiving party from the disclosing party under an obligation of confidence; or

the receiving party obtains or has available from a source other than the disclosing party without breach by the receiving party or such source of any obligation of confidentiality or non-use towards the disclosing party.

Each party agrees not to remove any of the other party's Confidential Information from the premises of the disclosing party without the disclosing party's prior written approval. Each party agrees to exercise extreme care in ITI Ltd. NIT. No _____ protecting the confidentiality of any confidential information, which is removed, only with the disclosing party's prior written approval, from the disclosing party's premises. Each party agrees to comply with any and all terms and conditions the disclosing party's may impose upon any such approved removal, such as conditions that the removed confidential information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.

Upon the disclosing party's request, the receiving party will promptly return to the disclosing party all tangible items containing or consisting of the disclosing party's confidential information all copies thereof.

Each party recognizes and agrees that all of the disclosing party's confidential information is owned solely by the disclosing party (or its licensors) and that the unauthorized disclosure or use of such confidential information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to obtain an immediate injunction

enjoining any breach of this agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

Access to information hereunder shall not preclude an individual who has seen such information for the purpose of this agreement from working on future projects for the receiving party which relate to similar subject matters provided that such individual does not make reference to the information and does not copy the substance of the information during the confidentiality period. Furthermore, nothing contained herein shall be construed as imposing any restriction on the receiving party's disclosure or use of any general learning, skills or know how developed by the receiving party's personnel under this agreement, if such disclosure and use would be regarded by a person of ordinary skill in the relevant area as not constituting a disclosure or use of the information.

As between the parties, all information shall remain the property of the disclosing party. By disclosing information or executing this agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection rights, trade secret or any other intellectual property right. THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES REGARDING THE INFORMATION, INCLUDING ALL WARRANTIES WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND ALL WARRANTIES AS TO THE ACCURACY OR UTILITY OF SUCH INFORMATION.

Execution of this agreement and the disclosure of information pursuant to this agreement does not constitute or imply any commitment, promise, or inducement by either party to make any purchase, or sale or to enter into any additional agreement of any kind.

Either party's failure to enforce any provision, right or remedy under this agreement shall not constitute a waiver of such provision, right or remedy.

This Agreement will be construed in, interpreted and applied in accordance with the laws of India.

M/s ITI Ltd. has sole rights for the feasibility report submitted by M/s ----- for its use with other successful bidder for next Phase (if any). If there is any conflict between earlier clauses and this clause, then this clause shall prevail.

That in case of any dispute or differences, breach & violation relating to the terms of the agreement. The said matter or dispute, difference shall be referred to sole arbitration of Chairman ITI Ltd or any other person appointed by him. That the award of the arbitrator shall be final and binding on both parties. In the vent of such arbitrator to whom the matter is originally referred to is being transferred or vacates his office on resignation or otherwise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the Chairman ITI Ltd shall appoint another person to act as Arbitrator in place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by his predecessor. The M/s _____ will have No Objection in any such appointment, that arbitrator so appointed is employee of ITI Ltd. The said Arbitrator shall act under the Provisions of the Arbitrator and Conciliation Act, 1996 or any statutory modifications or re- enactment there of any rules made thereof.

This Agreement and Exhibit A attached hereto constitutes the entire agreement of the parties with respect to the parties' respective obligations in connection with Information disclosed hereunder and supersedes all prior oral and written agreements and discussions with respect thereto. The parties can amend or modify this agreement only by a writing duly executed by their respective authorized representatives. Neither party shall assign this Agreement without first securing the other Party's written consent.

This Agreement will remain in effect for one year from the date of the last disclosure of Confidential Information., at which time it will terminate, unless extended by the disclosing party in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers or representatives.

(M/s-----)

Signature_____.

Printed Name: _____.

Title: _____.

NIT No. _____

Exhibit A

(M/s ITI Ltd.)

Signature: _____

Printed Name: _____

Title: _____ ITI Ltd

Business Purpose: Tender SUPPLY OF POWER AND EARTHING CABLE

Confidential Information of M/s. ITI Ltd. w.r.t NIT No. _____

All sites and their related information.

All information shared in oral or in written form by ITI Ltd. with M/s -----

Information downloaded or taken in physical form shall be returned/destroyed after use not copied

ITI Ltd: _____

Signed

M/s -----

Signed

UNDERTAKING THAT THE BIDDER HAS NOT BEEN BLACKLISTED/ DEBARRED

To,

<Name and address>

Ref: Tender Ref.No.

Dated:

Subject: Declaration of Bidder being not Blacklisted/Debarred. Dear Sir,

It is certified that our firm/company or any of our entity is not black listed/Debarred from doing business or put on holiday list etc. by any Govt. Organization / Semi Govt. Organizations/PSUs for any reason. However, if we fail to complete the awarded work / fulfil the Tender conditions or if any of the information submitted by our company or its employee or associate, proves to be false, ITI Ltd shall be free to take action / black list our firm / company notwithstanding of taking any other legal action.”

Place :

Date :

Bidder's Company Seal :

Authorized Signatory's Signature :

Authorized Signatory's Name and Designation :

**ANNEXURE-XV
(Compliance to No
Variance)****COMPLIANCE TO NO VARIANCE/ DEVIATION IN BID**

NAME OF WORK:

TENDER REF NO:

We hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions whatsoever of the Bidding Documents and Amendment(s)/ Addendum(s) to the Bidding Documents, if any, for subject work/tender issued by ITI Limited. We hereby further confirm that any terms and conditions if mentioned in our bid (Un-priced as well as Priced Part) shall not be recognized and shall be treated as null and void.

Place :

Date :

Bidder's Company Seal :

Authorized Signatory's Signature :

Authorized Signatory's Name and Designation :

**ANNEXURE-XVI
(Price Bid)**
PRICE BID/SCHEDULE OF QUANTITIES

Sl. No.	Details of items	Unit	Qty (m)	Rate/ unit in figures	Rate/ unit in words	GST %	Total Amount with GST
1.	70 sq mm Cable, 3.5 Core XLPE armour Cable Al	RMT	960				
2.	50 sq mm Cable, 3.5 Core XLPE armour Cable Al	RMT	1160				
3.	35 sq mm Cable, 3.5 Core XLPE armour Al	RMT	4450				
4.	25 sq mm Cable, 3.5 Core XLPE armour Al	RMT	5100				
5.	4 Core XLPE Cable 16 Sq mm Al armoured	RMT	45				
6.	4 Core XLPE Cable 10 Sq mm Al armored	RMT	45				
7.	4 Core PVC Cable 6 Sq mm Cu	RMT	370				
8.	3 Core PVC Cable 6 Sq mm Cu	RMT	5550				
9.	25 Sq mm Cu single core cable Black	RMT	12500				
10.	25 Sq mm Cu single core cable Red	RMT	12500				
11.	16 Sq mm Cu single core cable Red	RMT	9920				
12.	16 Sq mm Cu single core cable Black	RMT	9920				
13.	Power cable Red 10 Sqmm Cu Single Core	RMT	7400				

Sl. No.	Details of items	Unit	Qty	Rate/ unit in figures	Rate/ unit in words	GST %	Total Amount with GST
14.	Power cable Black 10 Sqmm Cu Single Core	RMT	7400				
15.	Power cable Red 4 Sqmm Cu Single Core	RMT	1050				
16.	Power cable Black 4 Sqmm Cu Single Core	RMT	1050				
17.	Earthing Cable 35 Sqmm Cu Single core (Green)	RMT	21000				
18.	Earthing Cable 6 Sqmm Cu Single core (Green)	RMT	3640				

Note: Bidders should quote for all line items, otherwise bid is liable for rejection.

ANNEXURE-XVII

EMD BANK GUARANTEE PROFORMA

1. As agreed under the relevant terms and conditions of Enquiry Ref _____ dt _____ (hereinafter called the said Enquiry) between M/s. ITI Ltd., NS Unit, Dooravani Nagar, Begaluru-560016, India. (Hereinafter called the Purchaser) and M/s. _____ (hereinafter called the Bidder) for supply of _____, the Bidder hereby agrees to furnish EMD against supply performance by way of an irrevocable Bank Guarantee for Rs. _____ (Rupees. _____). We _____ (indicate the name of Bank) (hereinafter referred to as 'THE BANK' at the request of the Bidder do hereby undertake to pay to the Purchaser, an amount not exceeding Rs. _____ (Rupees. _____) against any loss or damage caused to or suffered or would be caused to or suffered by the Purchaser, by reasons or breach by the said Bidder of any of the terms or conditions contained in the said Enquiry.
2. We _____ (indicate the name of the Bank) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser, by reason of breach by the said Bidder of any of the terms and conditions contained in the said Enquiry or by reason of the Bidder's failure to perform the said Enquiry. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees. _____).
3. The Bank further agrees that the Purchaser shall be the sole judge as to whether the said Bidder has committed any breach or breaches of any of the terms and conditions of the contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Purchaser on account thereof, and the decision of the Purchaser that the said Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Purchaser from time to time shall be conclusive, final and binding on the Bank.
4. We undertake to pay to the Purchaser, any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceedings pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
5. It shall not be necessary for the Purchaser to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the Purchaser may have obtained or obtains from the Bidder.
6. We _____ (indicate the name of Bank) further agree with the Purchaser, that the Purchaser shall have the fullest liberty without our consent and without effecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Enquiry or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said Enquiry and we shall not be relieved from our liability by reasons of any such variation, or extension being granted to said Bidder or for any forbearance, Tender document for Supply & Maintenance of Desktop PC Page 47 of 48 act or omission on the part of the Purchaser or any indulgence by the Purchaser, to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.
8. We _____ (indicate the name of Bank) undertake not to revoke this Guarantee during its currency except with the previous written consent of the Purchaser, in writing.
9. Notwithstanding anything contained in the foregoing clauses, our liability under this guarantee is restricted to Rs. _____ (Rupees. _____) and our guarantee shall remain in force until _____ (Date of expiry of Bid validity). Unless a demand is made against us to enforce a claim under this guarantee within three months from the date of expiry of Bid validity, all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liability hereunder.

DATE:
PLACE:

For _____ (indicate the name of Bank)

ANNEXURE-XVIII**BANK GUARANTEE PROFORMA**

1. As agreed under the relevant terms and conditions of Purchase Order Ref dt (hereinafter called the said Purchase Order) between M/s. ITI Ltd., NS Unit, Dooravaninagar, Bangalore-560 016, India. (Hereinafter called the purchaser) and M/s. (Hereinafter called the supplier) for supply of the supplier hereby agrees to furnish a security Deposit against supply performance by way of an irrevocable Bank Guarantee for Rs..... (Rupees8.....) We (indicate the name of Bank) (hereinafter referred to as 'THE BANK' at the request of the supplier do hereby undertake to pay to the purchaser, an amount not exceeding Rs. (Rupees.) against any loss or damage caused to or suffered or would be caused to or suffered by the Purchaser, by reasons or breach by the said supplier of any of the terms or conditions contained in the said Purchase Order.
2. We (indicate the name of the Bank) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the purchaser, by reason of breach by the said supplier of any of the terms and conditions contained in the said Purchase Order or by reason of the supplier's failure to perform the said Purchase Order. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....)
3. The Bank further agrees that the Purchaser shall be the sole judge as to whether the said Supplier has committed any breach or breaches of any of the terms and conditions of the contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Purchaser on account thereof, and the decision of the Purchaser that the said Supplier has committed such breach or breaches and as to the amount or amounts of loss, damage costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Purchaser from time to time shall be conclusive, final and binding on the Bank.
4. We undertake to pay to the Purchaser, any money so demanded notwithstanding any dispute or disputes raised by the Supplier in any suit or proceedings pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
5. It shall not be necessary for the Purchaser to proceed against the Supplier before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the Purchaser may have obtained or obtains from the Supplier.
6. We (indicate the name of Bank) further agree with the Purchaser, that the Purchaser shall have the fullest liberty without our consent and without effecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Purchase Order or to extend time of performance by the said Supplier from time to time or to postpone for any time of from to time any of the powers exercisable by the Purchaser against the said Supplier and to forbear or enforce any of the terms and conditions relating to the said Purchase Order

and we shall not be relieved from our liability by reasons of any such variation, or extension being granted to said Supplier or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser,

to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier.
8. We (indicate the name of Bank) undertake not to revoke this Guarantee during its currency except with the previous written consent of the Purchaser, in writing.
9. Notwithstanding anything contained in the foregoing clauses, our liability under this guarantee is restricted to Rs.....(Rupees.....) and our guarantee shall remain in force until (Date of expiry of warranty period + 60 Days). Unless a demand is made against us to enforce a claim under this guarantee within twelve months from the date of expiry of warranty period, all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liability hereunder.

DATE:

For (indicate the name of Bank)

PLACE:

ANNEXURE-XIX**Ref:****Form of Bid-Securing Declaration****Date:****[RFP.No.....dt.....]****To**

The ITI LIMITED
NS Unit
Bengaluru 560016

We, the undersigned declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-securing Declaration. We accept that we are required to pay the bid security amount specified in the Term and Condition, failure to do so will automatically exclude us from being eligible for Bidding or submitting Bid in any contract with the employer for the period of two years if we are in breach of our obligation(s) under the term and condition prescribe for ticketing vide invitation letter no:

- a) Have withdrawn our Bid during the period of Bid validity specified by the Bidder in the Form of Bid; or
- b) Having not accepted the correction of errors in accordance with the instructions to Bidders ITB or
- c) Having been notified of the acceptance of our Bid by the Employer during the period of Bid validity.
 - i) Fail or refuse to furnish the performance security in accordance with the ITT, or
 - ii) Fail or refuse to execute the contract in accordance with the ITB.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of

- i) Our receipt of your notification to us of the name of the successful Bidder: or
- ii) Thirty (30) days after the expiration of our Bid.

Sign and Seal

Name of Authorized Official

Legal Stamp

Signature of the Bidder

ANNEXURE-XX



हिंदी केवल एक भाषा नहीं बल्कि हमारी राष्ट्रीय पहचान है।

आईटीआई लिमिटेड

नेटवर्क सिस्टम्स यूनिट - वित्त
दूरवाणीनगर, बेंगलूरु - 560 016, भारत
फोन : +91 (80) 2566 0503
: +91 (80) 2565 1714
ई.मेल : cfm_nsu@itilttd.co.in
वेबसाइट : www.itilttd.in
CIN No. : L32202KA1950GOI000640

ITI LIMITED

Network Systems Unit - Finance
Dooravaninagar
Bengaluru-560 016, India.
Tel : +91 (80) 2566 0503
: +91 (80) 2565 1714
E-mail : cfm_nsu@itilttd.co.in
Website : www.itilttd.in
GSTIN No. : 29AAACI4625C2ZU

MANDATE FORM FOR PAYMENT

- | | |
|--------------------------------|--|
| 1. Beneficiary Name & Address: | ITI Limited, Network Systems Unit
Dooravaninagar, Bangalore 560 016 |
| 2. Bank, Branch Name & Address | State Bank of India
Industrial Finance Branch, Residency Road,
Bangalore - 560 025 |
| 3. Bank Account Number | 10637729843 |
| 4. Bank MICR Code | 560002059 |
| 5. Bank RTGS/ IFSC Code | SBIN0009077 |
| 7. Type of Account | CC A/C |
| 8. PAN NO. | AAACI4625C |

I do hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, the customer will not be responsible.

Yours faithfully

For ITI Limited, N.S. Unit




KANCHANA

Authorized Signatories

KANCHANA
Dy. Finance Manager
Network Systems Unit,
ITI Limited, Dooravaninagar,
Bangalore - 560016

पंजीकृत एवं निगमित कार्यालय : आईटीआई भवन, दूरवाणीनगर, बेंगलूरु - 560016, भारत फोन : +91 (80) 2561 4466, फैक्स : +91 (80) 2561 7525
Registered & Corporate Office : ITI Bhavan, Dooravaninagar, Bengaluru - 560016, India Phone: +91(80) 2561 4466, Fax: +91(80) 2561 7525
TIN : 29980058837 GSTIN : 29AAACI4625C2ZU CIN : L32202KA1950GOI000640 Visit our Website : www.itilttd.in

ANNEXURE-XXI

		PRICE BID FORMAT								
Serial No.	Item Description	Quantity (in meters)	Unit	Make	Basic Unit Price	HSN Code for the Item	Basic Unit Price X Quantity	% of GST for corresponding HSN Code	GST Amount	Total Value 7 + 9
1	2	3	4	5	6	7	8	9	10	11
Vendor Name										
1	70 sq mm Cable, 3.5 Core XLPE armoured Cable AI	960	RMT							
2	50 sq mm Cable, 3.5 Core XLPE armoured Cable AI	11160	RMT							
3	35 sq mm Cable, 3.5 Core XLPE armoured AI	4450	RMT							
4	25 sq mm Cable, 3.5 Core XLPE armoured AI	5100	RMT							
5	4 Core XLPE Cable 16 Sq mm AI armoured	45	RMT							
6	4 Core XLPE Cable 10 Sq mm AI armoured	45	RMT							
7	4 Core PVC Cable 6 Sq mm Cu	370	RMT							
8	3 Core PVC Cable 6 Sq mm Cu	5550	RMT							
9	25 Sq mm Cu single core cable Black	12500	RMT							
10	25 Sq mm Cu single core cable Red	12500	RMT							
11	16 Sq mm Cu single core cable Red	9920	RMT							
12	16 Sq mm Cu single core cable Black	9920	RMT							
13	Power cable Red 10 Sqmm Cu Single Core	7400	RMT							
14	Power cable Black 10 Sqmm Cu Single Core	7400	RMT							
15	Power cable Red 4 Sqmm Cu Single Core	1050	RMT							
16	Power cable Black 4 Sqmm Cu Single Core	1050	RMT							
17	Earthing Cable 35 Sqmm Cu Single core (Green)	21000	RMT							
18	Earthing Cable 6 Sqmm Cu Single core (Green)	3640	RMT							
Note: (Relevant Columns to be filled with PERCENTAGE / NUMERICAL Values ONLY. Quoted Price is including Packing/Forwarding Charges (if any) and Freight/Insurance Charges(if any)). Bidders should quote for all line items, otherwise bid is liable for rejection.										