I T I LIMITED
KANJIKODE WEST : PALAKKAD – 678 623

REF NO : TN/CIVIL/898 (R) DATE : 17.08.2019

RE-TENDER NOTICE

Sealed tenders in Two Bid system format are invited for the following works;

Sl. No:	Name of Work	EMD	Period of Contract
01	Work Contract for Maintenance and Servicing of Factory buildings	Rs.25,000/	ONE YEAR

1. Technical Bid

The sealed cover containing technical bid shall be superscribed with "Technical Bid - Work Contract for Maintenance and Servicing of Factory buildings - Tender No.TN/CIVIL/898 (R)" and shall contain the following documents:

a. EMD for Rs. 25,000/- through D.D./Bankers Cheque in favour of "ITI Limited, Palakkad"
b. Proof of work experience for a value not less than Rs.10 Lakhs for similar works during last financial year
c. ESI Registration Number
d. EPF Registration Certificate
e. PAN Registration Certificate
f. GST Registration Certificate
g. Signed copy of "Terms and Conditions" as given in Annexure 1, indicating acceptance of the same
h. Filled and signed copy of "Pre-contract integrity Pact" as is given in Annexure 3
i. MSE bidders who claim benefits under the purchase & preference policy for Micro and small enterprises shall submit with Technical Bid. Udyog Aadhaar memorandum or Certificate issued by NSIC/DIC/KVIC/KVIB/Coir Board/Directorate of Handicrafts and Handlooms or any other body specified by the ministry of MSME. Benefits available to MSEs will not be provided to those MSEs who submit the documents after opening of the bids.

2. Price Bid

The sealed cover containing the price bid shall be superscribed with "Price Bid - Work Contract for Maintenance and Servicing of Factory buildings - Tender No.TN/CIVIL/898 (R)" and shall contain the following document:

a. Quotation in the format as given in Annexure 2

Contd.....2

Both the sealed covers marked "Technical Bid" and "Price Bid" shall be enclosed in a sealed cover superscribed with "Bid - Work Contract for Maintenance and Servicing of Factory buildings - Tender No.TN/CIVIL/898 (R), Due on 02.09.2019"

Tender forms with terms and conditions can be downloaded from our web-site www.itiltd-india.com or can be had from Civil Department, ITI Limited, Kanjikode West, Palakkad – 678 623 during the working hours from 09.00AM to 5.00PM on all working days from 19.08.2019 to 31.08.2019.

The sealed quotations duly filled in the name of work and reference on the envelope should be submitted on or before 02 /09/ 2019 at 2.00PM.

The same will be opened in presence of the tenderers whose choose to be present in the office on date 02/09/2019 at 2.30PM.

The Contractor should quote the Permanent Account Number (PAN), ESI Code Number, EPF Code Number & G S T Registration Number.

While quoting the rates, detailed break up to be provided such as Minimum Wages, Statutory Contributions, Contractors' profit etc.

The tenders shall remain valid for acceptance for a period of 3 months from the date of opening of the bid.

The company reserves the right to accept or reject any or all the quotations without assigning any reason thereof.

CHIEF MANAGER - PCB & PLANT
ITI LIMITED, KANJIKODE WEST
PALAKKAD – 678 623
KERALA STATE

ANNEXURE 1

TERMS & CONDITIONS

1. GENERAL :

    1. The contractors are required to inspect the site before submitting their offers and it will be deemed that they are fully conversant with the locations and the work content.

    2. The contract is for a period of 12(twelve) months.

    3. All materials required for the work will be supplied by ITI at its store inside factory premises.

    4. Contractors shall provide minimum of **23 (Twenty Three)** labours for factory maintenance and **1 (one)** labour for barrack and hostel, the ratio of gents should be equal or more than 20% of labours on each working day.

    5. The workers engaged by the contractors shall be fully under the control and supervision of the contractor and they have to observe strict factory discipline.

    6. The contractor shall make available an authorised representative in his absence to supervise and carry out the instructions of the management from time to time as the company at no point of time would supervise them.

    7. Contractor has to submit pre contract integrity pact in the given format along with Bid, duly signed by the competent authority.

    8. The name and address of the Independent External Monitor (IEM) appointed by the company for the Integrity Pact is furnished below:

    Sri.K.Venugopal K Nair, IPS (Retd.),
    Waterford Appointment
    Pandit Kuruppan Road
    Kochi – 682013

Signature of Contractor

Contd.....2

2. SCOPE OF WORK :

1. The Contractor shall be responsible for keeping the respective production and other areas such as SEA, PCB, Admin Building, Zero grid I, II and III rd floor, Phase II, R&D Ground and first floor, Phase I Hanger, DG set building, Fire station, Workshop, Service Block, Society office, 11 KV sub – station, Recreation club, Component screening Lab, HDPE Plant, Finished goods yard, Main Gate, ITI Employees Co. Op Society Complex etc. on all working days, hostel at Yakkara, barrack at Kanjikode and surroundings areas of these buildings three days in a week on alternate days, Medical Centre twice in a working day, ET Plant twice in a week, Old bank counter, Pump house and Link corridor once in a week. All AHU Rooms, Battery Room and LT Panel Rooms in SEA, PCB, Phase II and R& D once in a month in hygienically neat and tidy conditions.

2. The areas of work shall be extended to all toilets, corridors, Verandas and steps of respective building as also outside of the wall including doors, windows glass panes, plinth protection etc.

3. The scope of works includes maintain and service sumps provided at township at Yakkara once in 4 months. The Contractor is also required to maintain and service the overhead tank provided in the respective buildings and canteen building at least once in a month, also required to hygienically maintain the water coolers provided in the respective buildings at least once in a week and also remove the wastes and debris etc. on roofs and also rain water outlets of respective buildings and canteen building.

4. The contractor shall dispose off the waste materials directly to the dumping yard earmarked for the purpose, location of which may vary from time to time. The contractor shall also remove cut grass, vegetation and dried leaves from various locations and dispose the same to the dumping locations. The items like cut wire pieces, solders, etc should be separated out and stored in a safe place as directed by the official in charge.

5. The scope of works also include controlling rats by keeping rat traps and baits on every working days and safe disposal of the dead rats including cost of all materials.

6. The Contractor shall also be responsible for Operating Incinerator.

Signature of Contractor

Contd.....3

3. TERMS OF PAYMENT :

1. The statutory orders as in force from time to time shall be applicable to the contract and the contractor shall be solely responsible to comply with all the statutory requirements envisaged there under. The contractor shall effect minimum wages as per the rules to all the employees engaged by the contractor for this work. The requirements envisaged under the Contract Labour Regulation and Abolition Act shall fully be complied with and requisite register and records maintained by the contractor and shall be furnished to the company whenever called for. Penalty if any, imposed by the authorities shall be fully borne by the Contractor.

2. The contractor shall be liable to pay his contribution and employees' contribution to ESI & EPF scheme in respect of all workers employed by him for the execution of the contract. The monthly payment of ESI, PF and administrative charges applicable are to be made regularly and the proof of such payment such as receipt, muster roll etc are to be compulsorily submitted along with running bills for subsequent months. In case the contractor fails to make the payment, ITI Limited shall recover the amount from the running bills of the contractor as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable to ESI & EPF.

3. The contractor shall ensure timely payment to the workers engaged by him as per relevant provisions of Payment of Wages Act 1936. The payment on each running bill of the contractor will be released only after satisfying the disbursement of payment to the contract labour engaged and adhering to all statutory provisions in force.

4. The contractor shall produce the labour license for the work within 30 days from the date of issue of work order, before submission of the first running bill.

5. All necessary recoveries such as, Income Tax etc. as applicable will be effected as per the rules in force. TDS certificate in this regard will be issued.

6. GST or any other duty or tax including statutory levies of the Central/State governments shall be always be borne by the contractor. The contractor has to remit the GST as per rule and submit the bill as per GST format in subsequent running bill for payment.

Signature of Contractor

Contd....4

7. The payment will be made through monthly bills considering the actual attendance. The EMD remitted will be treated as security deposit and will be refunded without interest on completion of the work satisfactorily and on production of proof of all statutory payment or returns. However, MSEs registered with NSIC are eligible for facilities/benefits under the Government Purchase & Price Preference Policy for Micro and Small Enterprises on production of necessary certifications. Tenders submitted without EMD and necessary certifications to this effect shall be summarily rejected.

8. No escalation is allowed during the period of the contract, except the increase in Minimum Wages.

9. On winning the contract, the contractor has to sign on stamp paper for Rs.200/- at his own expenses, a pre-contract integrity pact with ITI, in the format provided for in the tender document.

Signature of Contractor **CHIEF MANAGER - PCB & PLANT**

ANNEXURE 2

QUOTATION

Work Contract for Maintenance and Servicing of Factory buildings

01 Name of the Contractor :

02 ESI Code Number :

03 EPF Registration Number :

04 Permanent Account Number(PAN) :

05 G S T Registration Number :

Rate per day for Semiskilled (in Rs.)

Wage – **24 Nos** (1) 585.16 x 24 Nos. = :

(**These rates are including statutory recoveries**)

EPF @ 13 % (**24** persons){}- :

ESI @ 4.75% (**24** persons){} **subject to Govt. order effective from 01-04-2019**. :

Holiday wages (12 Holidays/year) - **24** persons :

Bonus (minimum Rs.7000/-) - **24** persons :

Working coat (Rs.750/302days) :

(**Contractors Profit)** :

TOTAL :

GST @18% :

GRAND TOTAL :

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(Rupees.....)

Place: (Signature of the Contractor)

Date : Name & Address of the authorized person

ANNEXURE 3

PRE CONTRACT INTEGRITY PACT

PURCHASE ENQUIRY/ORDER No.

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

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

AND:
…… represented by……Chief Executive Officer (hereinafter called the Contractor(s), which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the 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.

Signature of Contractor

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

SECTION 1 – COMMITMENTS OF THE PRINCIPAL

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

a. No employee of the Principal, personally or through family members, will in connection with the tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.

b. The Principal will, during the tender process treat all bidder(s)with equity and reason. The Principal will in particular, before and during the tender process, provide to all bidder(s)the same information and will not provide to any bidder(s)confidential/additional information through which the bidder(s)could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will excludefrom the processall known prejudiced persons.

1.2 If the Principalobtains information on the conduct of any of its employee, which is a criminal offence underIPC/PC Actor if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actionas per its internal laid down Rules/ Regulations.

SECTION 2 – COMMITMENTS OF THE BIDDER/CONTRACTOR

2.1 The Bidder(s)/Contractor(s)commitshimself to take all measures necessary to prevent corruption. He commits himselfobserve the following principles during the participation in the tender process and during the execution of the contract.

a. The bidder(s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

Signature of Contractor

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 original 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, aboveor 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.

Signature of Contractor

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 durationof the exclusion will be determined by the severity of the transgression. The severity will be determinedby the Principal taking into consideration the full facts and circumstances of eachcase,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 exclusionwill be imposed for a period of minimum oneyear.

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 exclusionon any ground including the lack of any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.

3.4 A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that on the basis of facts available there are no material doubts.

3.5 The decision of the Principal to the effect that breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s) shall be final and binding on the Bidder(s)/ Contractor(s), however the Bidder(s)/ Contractor(s) can approach IEM(s) appointed for the purpose of this Pact.

3.6 On occurrence of any sanctions/ disqualifications etc arising out from violation of integrity pact Bidder(s)/ Contractor(s) shall not entitled for any compensation on this account.

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

Signature of Contractor

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.

Signature of Contractor

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/associatesof the Bidder(s)/Contractor(s) which constitutes corruption or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer of the Principal for appropriate action.

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

8.1 The Principal appoints competent and credible Independent External Monitor(s) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extend the parties comply with the obligations under this pact.

8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.

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

8 .4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Bidder(s)/Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.

Signature of Contractor

8.5 The Monitor will submit a written report to the Chairman & Managing Director of the Principal within a reasonable time from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.

8.6 If the Monitor has reported to the Chairman & Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director of the Principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

8.7 The word **'Monitor'** would include both singular and plural.

8.8 Details of the Independent External Monitor appointed by the Principal at present is furnished below: -

Shri Venugopal K. Nair, IPS (retd.)
P-1, Waterford Apartment
Pt. Kuruppan Road, Thevara
Kochi – 682 013, KERALA

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 eamine all the documents including the Books of Accounts of the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s)shall provide necessary information and documents in English and shall extend all help to the Principal for the purpose of verification of the documents.

SECTION 10 – LAW AND JURISDICTION

10.1 The Pact is subject to the Law as applicable in Indian Territory. The place of performance and jurisdiction shall the seat of the Principal.

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

Signature of Contractor

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.

Signature of Contractor

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

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

For PRINCIPAL	For BIDDER(S)/CONTRACTOR(S)
…….	…….
(Name & Designation)	(Name & Designation)
Witness	Witness
1) …….	1)…….
2) …….	2)…….