



ITI LIMITED

[A GOVERNMENT OF INDIA UNDERTAKING]

EASTERN REGIONAL OFFICE: 22, CHITTARANJAN AVENUE, KOLKATA-700 072

TEL-NO: (033) 2212-7893 / 2212-7600 FAX: (033) 2212-6353 E-MAIL: ro_kol@itilttd.co.in

TENDER

Notice for Inviting of Tender (NIT) for hiring of vehicle (AC Taxi) with driver on monthly hire basis for office of Dy. General Manager, ITI Limited, 22, Chittaranjan Avenue, Kolkata-700072.

Tender Ref NO.: NIT No. 111-19/20- Hiring of Vehicle Dated 02-05-2019

Name of Work: Hiring of Vehicle with Driver on monthly hire basis.

TENDER CONDITIONS

Due Date of Tender Submission: 28-05-2019 / 17.30 hrs.

Due Date of Tender Opening: 29-05-2019 / 15.30 hrs.

Tender published at websites

www.itilttd-india.com

&

<http://eprocure.gov.in/eprocure/app>

(For reference only)

ITI Limited invites tender under two bid systems i.e. Technical and Financial Bid from interested parties for supplying vehicle (AC Car) with driver & Petrol on monthly hire basis for use in the office of the Dy. General Manager, ITI Limited, 22, Chittaranjan Avenue, Kolkata-700072 for initial period of one year from the date of contract.

The Technical Bid and financial bid shall be placed in separate sealed envelope, super scribed with words "Technical Bid" & "Financial Bid". Both the sealed envelopes of technical and financial bids are to be placed in another separate sealed cover mentioning "Notice for Inviting of Tender (NIT) for hiring of vehicle (AC Car) with driver & Petrol on monthly hire basis for offices of Dy. General Manager, ITI Limited, 22, Chittaranjan Avenue, Kolkata-700072."

The requirement is mentioned below in the schedule: -

The contract will be initially for a period of one year. However, the contract may be extended subsequently, on mutual consent, and on same terms and conditions on review of performance, depending upon the requirements and administrative conveniences of the office.

The requirement of vehicles shall be as under: -

Sl. No.	Category	Qty.	Rate in Rs.
1	Four seated AC Car on monthly basis including driver, Petrol, Parking charges etc. (including all charges).	01 No.	

Signature of Authorized Signatory with date _____

Name of the Firm _____

Seal _____

Undertakings (To be in Bidder's Letter Head)

M/s..... do here by undertake the following:

1. is not blacklisted by Central Govt./ any State or UT Govt./ PSU/ organized sector in India as on submission of NIT proposal.
2. Here by agree that ITI may take any punitive action as deemed fit, including forfeiture of EMD / Security submitted by us, if it is found that any of the documents / information provided by us (to meet the tender requirement including eligibility) is wrong/ forged/ misleading at any stage of tender processing / evaluation. The decision of ITI regarding forfeiture of the EMD shall be final and shall not be called upon question under any circumstances.

Signature of Authorized Signatory with date _____

Name of the Firm _____

Seal _____

1. The quotations shall be in two parts as per Annexure-II and Annexure-III fulfilling the following conditions: -

Annexure – II

TECHNICAL BID (Qualifying criteria)

Sl. No.	Description	Complied (Yes / No) with proper documents
1	Bid Form (Annexure-I) filled up and submit	
2	Name of the agency/Firm with telephone No, FAX and complete address	
3	Registration details of the Agency/firm and attach self-attested copies of proof of Agency/ Firm Registration.	
4	GST Registration Number also attach self-attested copies of the same.	
5	Permanent Account Number (PAN) and attach self-attested copy as proof of PAN.	
6	List of contracts/work orders received from the Agency/Firm from the Govt./PSUs in this regard as proof of client;	
7	Self-attested copies of contract documents as proof of Experience for providing at least 5 vehicles on monthly hire basis to Govt. Departments/PSUs/ Banks during the last 03 years based in Kolkata along with the satisfactory certificate.	
8	Self-attested updated copies of RC and Insurance of the vehicles will be provided to ITI.	
9	Details of vehicles (Regn. of vehicle make/type of vehicle, year of manufacture along with copies of registration paper of vehicle from registration authority.	
10	Self-attested copy of tender notice as proof of acceptance of terms and conditions of the contract.	
11	Self-attested copies of proof of financial strength/turnover of last 3 years i.e. FY 2015-16, 2016-17 and 2017-18.	
12	Self-Attested copy of Latest income tax return of firm/company	
13	Undertaking to the effect that the agency has not been black-listed by the Govt. Department/PSU etc.,	

14	Tender document cost - Rs 1000/- in the form of DD (in favour of “ITI LIMITED” payable at Kolkata (non-refundable)	
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2. (a) Financial Bid opening will be done after the evaluation of Technical bid and only for technically qualified bidders.
- (b) Price Bid will be submitted as prize bid format (any other format will not be accepted).
- (c) Bid should be valid for a period of 210 days from the date of opening of NIT.
- (d) Conditional offers are liable for rejection.
3. i. The bidder is required to make the Earnest Money Deposit (EMD) of Rs. 10,000/- (Rupees Ten thousand only), refundable (without interest), accompanied with the Technical bid in the form of Demand Draft from any of the scheduled Banks drawn in the favour of ITI Limited, Kolkata, payable at kolkata, valid for a period of 90 days. Bids not accompanied by Earnest Money of the requisite amount or without proper validity will be summarily Rejected.
- ii. This Office reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the **ITI** in this regard shall be final and binding on all.
- iii. ITI will not consider any or all of the bids if they are not meeting NIT requirements. However, clarification in this regard, if required, will be given. The interested party may like to discuss the related information, Tender Bidding Conditions, Bidding Process if any with the following officials: -
Shri B.C. Bairagya, Chief Manager (MM & MIS), Phone No: 033-2212-6532/ 90024-87827, Mrs. Siuli Das (CMR-Mktg.) (MNO 09433035086) Mr. Tapas Dutta Gupta, AO-(Hr & OL) Mobile No. 9433990745

Signature of Authorized Signatory with date _____

Name of the Firm _____

Seal _____

OTHER TERMS AND CONDITIONS OF THE TENDER NOTICE

1. The service provider should be a registered firm / company and the vehicle(s) should be registered in Kolkata only as per registration Authority.
2. The bidder is required to make the Earnest Money Deposit (EMD) of Rs. 10,000/- (Rupees Ten thousand only), and refundable (without interest), accompanied with the Technical bid in the form of Demand Draft from any of the scheduled Banks drawn in the favour of ITI Limited, Kolkata, payable at kolkata, valid for a period of 90 days. If the Bid is not accompanied by Earnest Money of the requisite amount or without proper validity will be summarily rejected. For successful bidder, EMD will be converted to SD (security deposit) and would be returned after completion of the contract period (without interest).
3. The successful tenderer will have to deposit a performance security (security deposit) for an amount of 10% (Ten percent) of the value of the contract in the form of DD.
4. The vehicle should be registered in West Bengal only. The vehicle should be kept in perfect running condition. It should be comprehensively insured and should carry necessary permits/clearance from the Transport authority or any other concerned authority. The vehicle should also carry necessary pollution, Insurance certificates issued by the competent authorities.
5. The vehicle shall be for exclusive use of this ITI office and should not be used by the Service Provider for any other purpose. If required, the service provider shall make the vehicle available on all days including Saturday, Sunday & Holidays.
6. The calculation of mileage and time shall be from the reporting point to the relieving point and will not be calculated on garage to garage basis.
7. Driver should be neatly dressed, will not be alcoholic situation, should not have any Police records/Criminal cases against him.
8. ITI office shall not be responsible for any challan, loss, damage or any accident of the vehicle or to any other vehicles or for the injury to the driver or to any other third party. The loss or damage or legal expenses on this account shall be borne by the Service Provider.
9. In case of any breakdown of vehicle on duty, the service provider shall make arrangement for providing another vehicle.
10. A daily record indicating time and mileage of vehicle shall be maintained in a duty slip/log book which should be submitted to the concerned officer in the ITI Office of Revenue Intelligence (Hqrs.) for scrutiny & payment of the bills.
11. The billing will be monthly basis as the case may be. This office will however reimburse toll tax/parking charges against production of original bill/Invoice evidence.
12. The Service Provider shall undertake to indemnify the department against all damages / charges arising on account of or connected with the negligence of the service provider or his staff or any person under his control whether in respect of accident / injury to the person or damages to the property of any member of the

public or any person or in executing the work or otherwise and against all claims and demand thereof.

13. The empanelment will be initially valid for a period of one year from the date of award of contract which may be further extended on same terms and conditions subject to satisfactory performance of services
14. In case quality of service by the service provider is found wanting, the competent authority of this ITI office may terminate the contract after giving 15 days' notice.
15. GST and other applicable taxes will be reimbursed to the service provider accordingly.
16. On acceptance of bid, the service provider has to submit performance guarantee of an amount equivalent 10% of the value of the entire period of the contract in the form of DD from a Nationalized Bank drawn in favour of ITI Limited, Kolkata at the time of awarding the contract.
17. In case of any dispute of any kind and in any respect whatsoever, the decision of the competent authority of the ITI office shall be final and binding.

Signature of authorized person of the bidder-----

Date:

Annexure-III

Cover-2: Financial bid

Financial Bid Format

Due Date of Tender Submission: 28-05-2019 / 17.30 Hrs.

Tender Inviting Authority: Dy. General Manager, ITI Limited, Kolkata.
Name of Work: Hiring of vehicle (Taxies) with Driver on monthly hire basis.

Name of the Bidder/ Bidding Firm /Company:

PRICE SCHEDULE

Sl. No.	Category	Qty.	Rate by Kilo meter basis in Rs.	Rate by Hour basis in Rs.
1	Four seated AC Car on monthly basis including driver, Petrol, Parking charges etc.(including all)	01 No.		

Note: - Rate to be quoted separately Kilo Meter basis and Hour basis.

Signature of authorized person of the bidder:

Place: Date:

Full Name in Block Letter:

Company Seal

BID FORM

Dated: 02/05/2019

To

The Deputy General Manager,
ITI Limited,
22, C.R. Avenue,
Kolkata-700 072.

Tender Ref NO.: NIT No. 111-19/20- Hiring of Vehicle Dated 02-05-2019

Sir,

1. Having read the terms & conditions of the above-mentioned tender and services to be provided, we undersigned, offer to provide light commercial vehicle in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith in separate sealed cover and made part of this Bid.
2. Bid submitted by us are properly sealed and prepared so as to prevent any subsequent alteration and/or replacement.
3. ITI reserves the right to reject any or all tenders without assigning any reasons whatsoever.

Signature of authorized person of the bidder

Place:

Date:

PRE-CONTRACT INTEGRITY PACT

GENERAL

This pre-bid pre-contract agreement (hereinafter called the Integrity Pact) is made on day of the month of, between, ITI Limited, ITI Bhavan, Dooravaninagar, Bangalore – 560016, India, (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s (*address of the Bidder*) (hereinafter called the "BIDDER " which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to invite Expression of Interest (EoI) for selection/ empanelment of technology partner for a technical tie-up with ITI for the marketing/manufacturing of (*name of the product*) and the BIDDER is willing to participate in the EoI as per the terms and conditions mentioned thereon;

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership company (*strike off whichever is not applicable*), constituted in accordance with the relevant law in the matter and the BUYER is a PSU under the Department of Telecommunications, Ministry of Communications & IT, Government of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

Enabling the BUYER to select/ empanel a technology partner for the marketing/ manufacturing of (*name of the product*) through the EoI in a transparent and corruption free manner, and

Enabling BIDDERS to abstain from bribing or Indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, 'organization or third party related to

the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.1 The BUYER will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.2 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3 Commitments of BIDDER

3.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

- a) The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- b) The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or, execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- c) BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- d) BIDDERS shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/contract.
- e) The BIDDER further confirms and declares to the BUYER that the BIDDER is the original

manufacturer/ integrator and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such, intercession, facilitation or recommendation.

- f) The BIDDER either while presenting the bid or during pre-contract negotiations or before signing the contract, shall 'disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- g) The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- h) The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- i) The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- j) The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- k) The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- l) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- m) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4 Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country

in respect of any 'corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5 Sanctions for Violations

5.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -

- a) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- b) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- c) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission.
- d) To recover all sums paid in violation of this Pact by the BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

5.2 The BUYER will be entitled to take all or any of the actions mentioned above, also on the Commission by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6 Independent Monitors

6.1 The BUYER appoints Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.

6.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

6.3 The Monitor shall not be subject to instructions by the representatives of the parties and

perform their functions neutrally and independently.

- 6.4 Both the parties accept that the Monitor have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 6.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 6.6 The BIDDER(s) accept(s) that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER with confidentiality.
- 6.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 6.8 The Monitor will submit a written report to the designated Authority of BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

7 Facilitation of Investigation

- 7.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8 Law and Place of Jurisdiction

- 8.1 This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

9 Other Legal Actions

- 9.1 The actions stipulated 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.

10 Validity

- 10.1 The validity of this Integrity Pact shall be from date of its signing and extend up to the contract period with the BUYER in case a contract is signed. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing

f the contract.

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

11 The parties hereby sign this Integrity Pact.

BUYER

Name of the Officer.

Designation

ITI Limited (address)

Place:

Date:

BIDDER

CHIEF EXECUTIVE OFFICER

M/s(address)

Place:

Date:

Witness:

1.

2.

1.

2.