



ITI LIMITED

आईटीआईलिमिटेड

(A Government of India Undertaking)

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TENDER DOCUMENT FOR SELECTION OF DESIGNS/STRUCTURAL CONSULTANT [FOR STRUCTURAL VALIDATION OF M/W. TOWERS-STEEL]

Tender Ref: ITI/NSU/CIVIL-DEL/2024/0115/Tower/24 Dated: 21-09-2024

Cost of the Tender Document: Rs.5,900/-
(Nonrefundable & Exclusive of GST)

Sl. No.	ITEM	DESCRIPTION
1	Tender No.	ITI/NSU/CIVIL-DEL/2024/0115/Tower/24 dated 21-09-2024
2.	Sale of Tender document	Available on ITI e-Tendering portal www.itilttd.in .or https://itilimited.euniwizarde.com/
3.	Bid Submission Start Date	21/09/2024 from 11:00 A.M.
4.	Bid Submission Last Date	25/09/2024 Up to 11: 00 A.M.
5.	Bid Opening Date	30/09/2024 Up to 11:30 A.M.
6.	Tender Fee	Rs. 5,900/- [Exclusive of GST @ 18%, i.e., Rs. 5,900/-]
7.	Tender Opening Address	Assistant Manager ITI Limited ESG (ASCON),C/o. HQ 5 Sig Group, Opp. HQ Western Air Command, NH-8, Asmara Lines,Delhi Cantt. 110010.

NOTE: COUNTER/CONDITIONAL OFFERS IF MADE WILL NOT BE ACCEPTED AND WILL BE IGNORED/REJECTED

Bidder:

Shri./M/s.

.....
.....
..

To,
M/s. ITI Limited,
ITI Limited ESG (ASCON),
C/o. HQ 5 Sig Group,
Opp. HQ Western Air Command,
NH-8, Asmara Lines,
Delhi Cantt. 110010.

SUB: TENDER FOR SELECTION OF DESIGN STRUCTURAL CONSULTANT [Validation of existing M/w Towers FOR CIVIL WORKS

Dear Sirs,

I/We have read and examined the following documents relating to the above works for the Communication Project.

- a. General notice & intimation to bidder.
- b. Specifications, Bill / Schedule of Quantities, Schedule of rates & Special conditions.
- c. Drawings (Indicative for the tender purpose only)
- d. General conditions of contract including Labour Regulations, Model Rules for Labour Welfare and Safety Code appended to these conditions together with the amendments thereto

I/We hereby tender for execution of the works referred to in the aforesaid document upon the terms and conditions contained or referred to therein and in accordance in all respects with the specifications, designs, drawings and other relevant details at the rates contained in schedule of rates and within the period(s) of completion as stipulated for the total sum of Rs. -----

In consideration of I/We being invited to tender, I/We agree to keep the tender open for acceptance for 180 days from the date of opening of price bid thereof and not to make any modification in its terms and conditions which are not acceptable to the Company.

A sum of Rs.----- is hereby submitted in Bank Draft / Banker's Pay Order as earnest money. If we fail to keep the tender open as aforesaid or make any modifications in the terms and conditions of the tender which are not acceptable to the Company, I/We agree that the Company shall without prejudice to any other right or remedy be at liberty to forfeit the full earnest money absolutely.

Should this tender be accepted, I/We hereby agree to abide by and fulfil all the terms, conditions and provision of the aforesaid documents.

I/We further agree that in case my/our tender is accepted, to deposit the additional Security amount of 5% in the form of Bank Guarantee/Performance Security Deposit in accordance with the general terms and conditions enclosed herewith.

If, after the tender is accepted, I/We fail to commence the execution of the works as provided in the conditions, I/We agree that the Company shall without prejudice to any of their right or remedy be at liberty to forfeit the said total earnest money absolutely i.e. Rs. -----.

I/We attach herewith statement showing the details of works carried out for reference and to substantiate my/our experience and capacity to carry the work on tender.

Our Bankers are
.....

I/We also undertake to complete all works and handover the same in a satisfactory manner to the Company or their authorized representatives within the stipulated time referred in the NIT from 15th day of the orders issued to start the works.

I/We understand and note that the decision to entrust the above to the lowest bidder or otherwise rests with the Company.

Yours Faithfully,

(CONSULTANT/S)/CONTRACTORS

Address:

Dated:

Signed in the presence of:

1. Witness.....
Address.....
Date:.....

2. Witness.....
Address.....
Date:

Location of Microwave Towers

SI No	State	Tower Location	Tower Ht.
1	HP	Yol	20
2	HP	Kasauli	30
3	HP	Dalhousie	40
4	J&K	Srinagar	40
5	J&K	Nagrota	60
6	J&K	RCP	30
7	J&K	Jammu-2	40
8	J&K	Gulmarg	40
9	J&K	Singhpura	80
10	Punjab	Harike	100
11	Punjab	Batala	70
12	Punjab	Tibri	80
13	Punjab	Moga	90
14	Punjab	Jalandhar	70
15	Punjab	Parziankalan	80
16	Punjab	Mamun	80
17	Rajasthan	Suratgarh	100
18	Rajasthan	RD 498	100
19	Rajasthan	Nanuwali Kothi	70
20	Rajasthan	Padampur	80
21	Rajasthan	Ganganagar	70
22	Rajasthan	Bajju	100
23	Rajasthan	Baytu	100
24	Rajasthan	Dand	100
25	Rajasthan	Jalipa	100
26	Rajasthan	Badlo	50
27	Rajasthan	Bikampur	100
28	Rajasthan	RamSingh Pura	100
29	Rajasthan	Amarpura	90

Note: Height of tower is tentative only.

- Maximum dia of Antenna to be mounted is approx. 3.7 to 4 mtr and weight is approx. 420 to 450 kg.
- Details of location and loading will be shared after signing of Non-Disclosure of Agreement.

IMPORTANT PARTICULARS: M/W TOWER VALIDATION WORKS

SL NO.	DESCRIPTION	INFORMATION
1	REFERENCE NO. OF TENDER DOCUMENT	ITI/NSU/CIVIL-DEL/2024/0114/Tower/24 dated 20-09-2024
2	DATE OF ISSUE OF NOTICE INVITING TENDER	21-09-2024
3	MODE OF SUBMISSION OF TENDER	E-TENDER
4	LAST DATE & TIME FOR SUBMISSION OF BIDS	30-09-2024 AT 11 AM
5	DATE & TIME OF OPENING OF TECHNICAL BIDS	30-09-2024 AT 11.30 AM
6	PRE-BID MEETING	25-09-2024 AT 11 AM to 13hrs at the office of AM-Civil
7	OPENING OF FINANCIAL BIDS	WILL BE INTIMATED LATER
8	COST OF TENDER DOCUMENT	Rs. 5,000 plus GST @18% i.e. Total Rs. 5,900
9	EARNEST MONEY DEPOSIT (EMD) IN THE FORM OF DEMAND DRAFT/ BANKERS CHEQUE.	5.8 lacs
10	CONTACT PERSON FOR QUERIES (BETWEEN 10AM TO 15.30HRS ON WORKING DAYS ONLY)	Mr. Kumar Gaurav Ph: 8651991828, Mr. Vishal Batra Ph: 9878216812
11	AVERAGE FINANCIAL TURNOVER ON CONSTRUCTION [LAST THREE YEARS]	8.7 lacs
12	SOLVENCY CERTIFICATE VALUE	11.6 lacs
13	ADDRESS FOR BID SUBMISSION	Assistant Manager ITI Limited ESG (ASCON),C/o. HQ 5 Sig Group, Opp. HQ Western Air Command, NH-8, Asmara Lines, Delhi Cantt. 110010.
14	SECURITY DEPOSIT	Ten percent of contract value.
15	VALIDITY	120 days from the last date of submission opening of financial bid
16	PRICE ESCALATION	NIL
17	PERFORMANCE GUARANTEE	5% OF CONTRACT VALUE.
18	TIME ALLOWED FOR COMPLETION OF WORKS	TWO Months [60 days] (for each Group)
19	ESTIMATED COST	29 lacs

Note: The tender documents can be downloaded from the Company web site www.itiltd.in or <https://itilimited.euniwizarde.com/> and from Government portal eprocure.gov.in

Corrigendum: Any corrigendum/addendum/errata in respect of the above tender shall be made available only at our official website www.itiltd.in. or <https://itilimited.euniwizarde.com/> No further press advertisements will be given. Hence, all bidders are advised to check the ITI Ltd website regularly. Documents submitted in connection with Pre-Qualification/Technical bid will be treated confidential and will not be returned.

SECTION-I
NOTICE INVITING TENDER
FOR SELECTION OF DESIGN/STRUCTURAL CONSULTANT FOR STRUCTURAL
VALIDATION OF EXISTING M/W TOWERS [STEEL]

Dear Sir(s),

Sealed Offers are invited from registered structural Design firms for providing Structural REPORT AND AS BUILD DRAWINGS OF EXISTING M/W TOWERS-steel for a Mega Project of the Company for Ministry of Defence.

The tenders are invited in TWO BIDs consisting of Technical Bid (Part-A) and Price/ Commercial Bid (Part-B).

The Technical Bid (Part-A) without the Price/Rate shall contain the following details

- (a) Bidder's Profile
- (b) Acceptance of all the terms & conditions indicated in our tender,
- (c) Earnest Money Deposit (EMD)
- (d) The cost of tender document of Rs 5,000/- (Non-refundable & Exclusive of GST) shall be payable by DD/Pay Order at the time of submission of the tender/bid.
- (e) All the required documents connected to the eligibility criteria to be submitted.

The Price/Commercial Bid (Part-B), shall contain the specific rate in Item wise as per the Bill of quantities.

1. Minimum qualification Criteria:

The Interested bidders should meet the following minimum qualifying criteria;

A. Work Experience:

- i. Experience of having successfully completed Structural consultancy with designing assignment during the last 7 years :
- ii. Three similar works each costing not less than 40% of the estimated cost put to tender.
OR
- iii. Two similar works each costing not less than 50% of the estimated cost put to tender.
OR
- iv. One similar work costing not less than 80% of the estimated cost put to tender.

'SIMILAR WORKS' Means preparation of the design and drawings of Steel structural towers either of M/w towers or for high tension works.

The experience in a similar nature of work should be supported by certificates issued by the client's organisation. In case the work experience is other than Govt//Semi Govt./PSU's/autonomous bodies, the completion certificate shall be supported with copies of the letter of work order/Completion certificate and copies of the Corresponding TDS certificate. [Form 26AS] Value of work will be considered equivalent to the amount of TDS certificates.

- v. The value of executed works shall be brought to the current level by enhancing the actual value of work done at a simple rate of 7% per annum, calculated from the date of completion to previous day of last day of submission of tenders.
- vi. **Joint-venture / consortia** of firms/companies shall not be allowed and the bidders should meet the above criteria themselves.

vii. Certificates of Subsidiary/Group Companies:

The companies/firms, who intend to get qualified on the basis of experience of the subsidiary/ parental Company/group Company, shall not be considered and vice versa. In case of a Company/firm, formed after merger and/ or acquisition of other companies/firms, experience and other antecedents of the merged/ acquired companies/firms will be considered for qualification of such Company/firm provided such Company/firm continues to own the requisite assets and resources of the merged/ acquired companies/firms relevant to the claimed experience.

B. Annual Turnover: / Financial Strength:

- i. Average annual financial turnover for the last three years shall be as specified in the tender [Ref. page No.-07-] The requisite Turnover shall be duly certified by Chartered Accountant with his seal /signature and registration no.

Solvency certificate: Bank Solvency Certificate issued from nationalised or any schedule Bank should be at least value specified in the tender [Ref.Page.No.-07-]. The certificate should have been issued within six months from the last date of submission of tender.
[Annexure-14]

- C.** Net worth of the Company as on 31st March of the previous Financial year should be positive,
D. The bidder must be registered under appropriate authorities i.e., must be registered with Service tax authorities. /Income tax/EPF/ESI authorities PAN/GST etc.,
E. Consistent history of litigation or arbitration awards against the applicant may result in disqualification.
Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
- i. Made misleading or false representation in the forms, statements, affidavits, and attachments submitted in proof of the qualification requirements, and or record of submission of any false/fake documents
 - ii. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, etc.,
 - iii. 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

F. Each bidder shall submit only one bid.

Thanking you

Yours faithfully
For ITI Limited,

Assistant Manager-Civil

SECTION-II

INSTRUCTIONS TO BIDDERS

Feasibility of Carrying Additional Load in Existing Steel Structure Tower.

PREAMBLE:

ITI has erected self-supported M/w Towers [Steel] during ASCON-Ph-I and Phase-III project during the years 1990 and 2000 in the state of Rajasthan, Punjab, NE and J&K.

Now, it is being planned to add additional load on the tower by providing additional antenna in the already existing towers in the above regions.

Hence, it is proposed to analyse nearly 29 self-supporting steel M/w towers to check the feasibility of handling additional load due to fixture of additional antenna at top level of the tower. The number of towers for different ranges of height are as below:

A. SCOPE OF WORK

Client shall provide site wise data to the structural consultant on as is basis consisting of drawing of tower in stadd model and analysis report in pdf format.

Basis the data received the structural consultant is expected to carry out the following activities

The analysis is to be done for data provided to the consultant and bases of the result:

Safe Sites:

If the structure is found safe for taking load, the consultant has to provide the certificate for the same.

For safe sites needing maintenance works – BOM shall be issued.

For safe towers - how much more loading can be done and at what height of what weight/surface area should also be suggested

Unsafe Sites:

If the structure is found not safe then consultant has to provide solution for strengthening of the same

Unsafe sites shall be categorized as

(a) By implementing retrofitting / strengthening solution sites can move to safe category – works will included - Placing of missing members; replacing of bent or corroded members; strengthening solutions as per site conditions; hardware replacement, tower tightening and galvanizing spray may be recommended.

(b) Fully unsafe – has to be truncated to make safe, dismantled.

For unsafe sites – structural strengthening drawings with BOM shall be issued. Apart from strengthening other re-engineering solution to be suggested from electronics and antenna perspective (Such as change in height, using low dimension antenna etc.)

If required, the consultant can visit sites for collection of any additional information desired for proposing solution.

INPUTS TO BE PROVIDED BY Client

Client shall provide the data and support required for this project as given below along with, site access permission to carry out work, road permits, site outage to facilitate site data collection.

- Site ID
- Site address
- Lat. & Long.
- RFI date
- Site access to carry out the work
- Drawing of sites in stadd format and analysis report of site for reference.

STRUCTURAL ANALYSIS

TOWER / POLE LOADING VALIDATION ANALYSIS

Based on data TLVA/ PLVA shall be carried which encompasses model creation using tower design software (STAAD) by performing following actions:

- Body wind load calculations
- Antenna and accessories load calculations
- 3D space truss analysis
- Member and bolt design calculations
- Foundation reactions
- Concluding tower safety for existing and additional capacity.
- Listing of failure members/bolts (if any) and suggest the strengthening methods. Provide the permissible loads with & without strengthening.
- Site improvements if required as per site existing conditions and near operational future of tower / pole

The reports submitted by the consultant, if not accepted by client shall be changed as per the requirement of the client without any additional costing.

Tower loading and strengthening analysis shall be carried out as per IS standards. And tower / pole structural safety shall be declared (safe and unsafe). Also, tower maximum permissible antenna capacity shall be declared.

For Unsafe site tower strengthening drawings with BOM shall be issued. For Safe sites needing maintenance BOM shall be issued.

The strengthening solution shall be submitted for Client acceptance, confirmation & implementation.

Auditor should not share any information with Owner regarding structure of building and tower.

Before implementation, site visit to validate the feasibility shall be carried out.

Note: After strengthening/rectification, a stability of tower should to be certify from the authorized civil agency.

As per client/project requirement multiple alternation/modification will be done. the consultants shall comply with such request without any extra cost. No. extra payment shall be made.

1. INTRODUCTION

- a. The Structural Consultants are invited to submit a Technical bid together with a financial bid. The tender will be the basis for technical discussions/negotiations if required and ultimately for a signed contract with the selected Architect firm /consultant.
- b. Structural consultants should familiarize themselves with local conditions and consider them in preparing their drawings, specifications etc., Structural Consultants or his authorised representative should contact the Company regarding site-specific information if required.
- c. ITI LTD will provide the inputs to the structural consultants, if available. However, ITI LTD does not assume any responsibility for any loss or financial damages on account of the use of such information by consultant & consultants are advised to collect their own information for preparation, submission of bids & execution of services after awarding of work.
- d. The structural consultants shall be responsible for obtaining licenses and permits to carry out the services.
- e. Structural consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation, site visits etc. ITI LTD / Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Architect firms/consultants.

2. **Interpretation to Tender Document before tenders are received:**

If any person contemplating to submit a tender for the work covered in these tender documents is in doubt as to the meaning of any part of the tender documents, may submit to **the authority inviting tender a written request for interpretation or clarification thereof within 07 days of** uploading of tender documents. Any interpretation of the tender documents will be made only by formal addendum issued by the authority inviting the tender whose interpretation shall be final and binding on all parties. The Company will not be responsible for any other interpretation and the same willnot be binding on the Company.

3. **Addenda:**

3.1 Addenda to the tender documents may be issued prior to the date of opening of the Tenders to clarify the documents or to reflect modifications in their design or contract terms which will be published in the Company web site. Bidders are advised to regularly visit the ITI web site for any information with regard to the tender.

3.2 All the addenda issued by the authority inviting tender shall be part of tender document.

3.3 **Conflict of Interest**

a. Company's policy requires that Structural consultants provide professional, objective, and impartial advice and at all times hold ITI LTD's interest's paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

i. "fraudulent practice" means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to influence a selection process or the execution of a contract;

ii. "collusive practices" means a scheme or arrangement whether formal or informal, between two or more consultants with or without the knowledge of ITI LTD, designed to establish prices at artificial, non-competitive levels, submission or non-submission of Bids,

iii. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

a. Will reject a proposal for award if it determines that the consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question; and

b. Will sanction an structural consultant, including declaring the consultant ineligible, either indefinitely or for a stated period of time, for award of a contract if at any time determines that the structural consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing a contract.

3.4 The structural consultants should be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

3.5 **Only One Proposal**

The structural consultant firm shall only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified.

3.6 The intending bidder[s] must read the terms and conditions of GCC carefully. He should only submit his bid if eligible and in possession of all the documents required.

3.7 Information and instructions for bidders posted on the website shall form part of bid documents.

3.8 **Proposal Validity**

The consultant tender must remain valid for 180 days from date of opening Price Bid.

4. **Clarifications and Amendment of Bid Documents**

- 4.1. At any time before the submission of tender, ITI LTD may modify/ amend the bid document and extend the last date of submission/ opening of the tender by issuing a corrigendum/addendum.

Any Corrigendum/Addendum thus issued shall form part of the tender document and shall be posted only on website. www.italtd.in and www.eprocure.gov.in and the Consultants are thus advised to update their information by using the said website. To give the Consultant reasonable time to take an amendment into account in their bids and on account of any other reasonable circumstances, ITI LTD may at its discretion, extend the deadline for the submission/ opening of the tender.

5. Preparation of Bid Proposal

- 5.1. In preparing their tender, structural consultants are expected to examine in detail the tender document. The tender shall contain technical & financial Bids.

- 5.2. The bid proposals, all related correspondence exchanged by the structural consultants & ITI LTD and the contract to be signed with the winning consultant shall be written in the English language

5.3. Technical Bid Proposal

- a. The Technical bid shall not include any financial information. A Technical bid containing financial information shall be declared non-responsive / invalid.
- b. The Technical bid may be declared non-responsive / invalid if the bid is not accompanied by the requisite documents as stipulated in the tender document.

5.4 Financial bid Proposals

The Financial bid shall not include any technical condition/information. The financial offer shall be submitted in item wise rates.

6. Submission, Receipt and Opening of bids

- 6.1. The original bids (Technical bid and Financial bid) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed tender documents must initial such corrections. Letter for acceptance of tender condition should be submitted in the prescribed format of **Annexure-I**

- 6.2. An authorized representative of the structural consultant shall sign the Technical & Financial bids. The authorization shall be in the form of a legally enforceable written power of attorney executed on non-judicial stamp paper of appropriate value duly notarized and shall be submitted along with the bid.

- 6.3. ITI LTD shall open the Technical bid after the deadline for the submission of original in hard form as per NIT. The Financial bid shall remain securely stored.

6.4. Independent External Monitors:

- a. In respect of this consultancy assignment, the Independent External Monitors [IEM's] would be monitoring the bidding process and execution of the contract to oversee the implementation and effectiveness of the integrity Pact Program.
- b. The Independent External monitors [IEM's] have been appointed by ITI Ltd, in terms of Integrity Pact [IP]-Section6, which forms part of the tender/contracts. The name of the Independent External Monitors is posted on ITI's website. www.italtd.in

- c. This panel is authorised to examine /consider all references made to it under this terms of Integrity Pact. The Independent External Monitors [IEM's] shall review independently, the cases referred to them to assess whether and to what extent the parties concerned comply with the obligations under the integrity pact entered into between ITI and Consultant.
- d. The Independent External Monitors [IEM's] has the right to access without restrictions to all project documentation of the Employer including that provided by the consultant. The consultant will also grant the Monitor, upon his request and demonstrations of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub-consultant. The monitor is under contractual obligations to treat the information and documents of the bidder/consultant with confidentiality.

6.5. Confidentiality

Information relating to the evaluation of tenders and recommendations concerning awards shall not be disclosed to the Architect firms/consultants who submitted the tender or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its tender and may be debarred from participating

---End of Section-II---

SECTION-III
INFORMATIONS TO BIDDERS.

1. The intending bidder (s) must read the terms and conditions of this GCC carefully. He should only submit his bid if eligible and in possession of all the documents required.
2. Information and Instructions for bidders posted on the website shall form part of the bid document.
3. The bid document consisting of the scope of work and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.eprocure.gov.in or www.itilttd.in
4. Design Consultant must ensure to quoted rates in items wise in figures and words.
5. The bidder(s) is/are required to quote strictly as per the terms and conditions, specifications, standards given in the tender documents and not to stipulate any deviations.
6. The bidder(s) if required, may submit their questions/clarifications in writing/. E-MAIL to seek clarifications within 7 days of uploading the tender to Assistant Manager-[Civil] ITI Limited. Minutes of meeting and Agenda/Corrigendum to tender document if any, will be uploaded in ITI website, CPP Portal. No individual advice will be sent to any bidder.
7. ITI reserves the right to reject any or all tenders or cancel/withdraw the Invitation for Bids without assigning any reason whatsoever and in such case, no bidder / intending bidder shall have any claim arising out of such action.
8. Integrity Pact duly signed by the bidder shall be submitted. Any bid without signed Integrity Pact shall be rejected.
9. **Earnest Money Deposit:**

Earnest Money Deposit of the amount as mentioned in “NIT of Tender” required to be submitted along with the tender shall be in the form of Demand Draft payable at the place as mentioned in NIT in favour of ITI Limited from any Nationalized Bank or approved Scheduled bank.

 - a. The EMD shall be payable to the ITI without any condition(s), recourse or reservations.
 - b. The Bid will be rejected by the ITI as non-responsive and shall not be considered in case EMD is not received in physical form.
 - c. The EMD of unsuccessful Architect firm/consultants will be returned within 15 days on their request after issuance of LOA to the successful consultant.
 - d. The Company will retain the EMD of the successful consultant until submission of 5% performance guarantee, which will be submitted within 15 days of issue of Letter of Intent.
 - e. No interest shall be paid by the ITI on the EMD.
 - f. **The EMD may be forfeited**
 - i. If a consultant withdraws the bid after bid opening during the period of validity;
 - ii. In the case of a successful consultant, if the consultant fails to Sign the Agreement within the 15 days from the date of issue of LOA or furnish the required performance Security or fail to commence the work within the stipulated time period prescribed in the contract.
10. **THE LIST OF DOCUMENTS** to be submitted in hard copy within the period of bid submission:
 - a. Demand Draft/Pay Order or Banker`s Cheque against EMD.

- b. Demand Draft/Pay Order or Banker`s Cheque of any Nationalised bank/ Scheduled Bank towards the cost of Bid Document
- c. All the documents related to minimum qualifying criterion as per clause **NIT**
- d. Letter of Acceptance of tender conditions as in **Annexure-12, Annexure –5, and Annexure-13] in the** prescribed format.
- e. Copy of Service Tax Registration Number. GST Number.
- f. Any other details as per tender, if any

11. ORDER OF PRECEDENCE OF DOCUMENTS:

In case of difference, contradiction, discrepancy, with regard to General Conditions of Contract, Special Conditions, Specifications, Corrigendum/Clarification(s) issued, Drawings, Bill of quantities etc. forming part of the contract, the following shall prevail in order of precedence.

Letter of Award, along with the statement of agreed variations and its enclosures, if any.

- a. Corrigendum, Addendum, Clarifications etc.
- b. Special Condition of Contract.
- c. Description of Bill of Quantity / Schedule of Quantities.
- d. General Conditions of Contract.
- e. Drawings
- f. CPWD
- g. specifications (as specified in Technical Specification of the Tender) update with correction slips issued up to the last date of receipt of tenders.
- h. Relevant B.I.S. codes. /National Building Code-2016

12. Mode of Submission

The tender should be submitted in sealed covers as under:

Cover- [01] Super scribed as “Technical Bid” consists of the following:

- a. The signed original tender document, Power of attorney in the case as the authorised representative who has signed the tender.
- b. The full name and address of the bidder and the authorised agent delivering the tender shall be written on the bottom left-hand corner of the sealed cover.
- c. Cost of tender document & EMD.
- d. List of the works completed [Eligibility criteria] as per **Annexure-9**
- e. Turnover Certificate. [Signed by Chartered accountant]
- f. Solvency Certificate: Bank Solvency Certificate issued from nationalised or any scheduled Bank should be as specified in the price bid. The certificate should have been issued within six month from the last date of submission of tender [As per Annexure-14].
- g. Bidder must pay the Earnest money by a demand draft or bankers cheque in favour of M/s ITI Limited N.S. Unit payable at Bengaluru which shall be submitted in the tender in cover one. No interest shall be allowed on the Earnest Money deposited by the Bidder. The Earnest money of the unsuccessful bidder will be refunded within the reasonable period of time without interest.
- h. Information regarding the bidder as in the proforma enclosed at **Annexure-8**.
- i. Declaration regarding the bidder work of comparable nature and organisation in the proforma enclosed at **Annexure-6 and Annexure-9**.

- j. Integrity Pact: **Annexure-03**
- k. Letter of Acceptance of tender condition **Annexure-12, Annexure-5 and Annexure-13** in the prescribed format as in the section of NIT.
- l. Copy of Service Tax Registration Number/GST No.s
- m. Any other details as per tender, if any

The financial bid is in **Cover -02**.

Rates quoted in the Bill of quantities as per, [**PRICE BID-in Group wise**] in items wise. Quote should be in figures and as well as in words.

The above two covers should then be sealed in another common cover super scribed with the tender reference, name of work and bidder's address.

- 13. The envelope containing Technical bid in hard copy [Cover-1] may be sent to ITI Limited by indicate clearly the name of the bidder, his address, contract no. & Email ID. In addition, the left-hand top corner of the envelope or container should indicate the name of the work, name of the document in the envelope with bid opening date and time and addressed to address mentioned above. Technical bid documents submitted by intending bidders shall be opened only of those bidders, whose Earnest Money Deposit and Cost of Bid Document placed in the envelope are found in order or proof for the same are received by Email. The date of opening of a financial bid shall be informed to the Bidders by Email.

The bid submitted shall become invalid, if:

- i. The bidder is found ineligible.
 - ii. Tenders in which any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.
- 14. Before the last date and time of submission of the bid as notified, the Bidders can submit revised bid any number of times.
 - 15. The bid for the works shall remain open for acceptance for a period of 180 days from the date of opening of Price Bid. In case any Bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the ITI Ltd., then the ITI Ltd. shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money as aforesaid. Further, the Bidders shall not be allowed to participate in the re-bidding process of work.
 - 16. The acceptance of any or all tender(s) will rest with the ITI Ltd who does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all of the tenders received without assigning any reason thereof.
 - 17. On acceptance of the tender, the name of the accredited representative(s) of the Architect / Consultant who would be responsible for taking instructions from Engineer-in-Charge or its authorized representative shall be intimated within 07 days of the issue date of the letter of award by ITI.
 - 18. Date of Start of work shall be reckoned from the 15th day after the issue of the letter of Award by the ITI.
 - 19. The award of consultancy work, execution and completion of work shall be governed by tender documents consisting of (but not limited to) Letter of Award/Letter of work order, Price bid, Special Conditions of Contract, General Conditions of Contract etc. The Bidders shall be

deemed to have gone through the various conditions while making/preparing their technical & financial proposals & submitting the Bid(s) including site conditions, topography of the land, drainage and accessibility etc. or any other condition which in the opinion of Bidders will affect his price/rates before quoting their rates.

20. The past experience in similar nature of work should be supported by certificates issued by an Officer, not below the rank of Executive Engineer or equivalent. In case the work experience of other than Govt./Semi. Govt./ PSUs/ autonomous bodies the completion certificate shall be supported with copies of the Work order and full payment TDS certificates issued by the owner for the work executed.
21. The Bidder shall quote rates both in figures as well as in words. In case the bidder has quoted Two different rates in word and figures the lower of the two will be considered valid and binding on the bidder. All the corrections and alterations made in the entries by the bidder must be attested with his full signatures and date. Erasures and overwriting are not permissible and may disqualify the Tender.
22. The Tender shall contain the name, address and place of business of or persons making the tender and shall be signed by the bidder with his usual signature. Partnership firm shall furnish the full name of all partners in the tender. It may, however, be signed in the partnership name by one of the partners or duly authorised representative, followed by the name and designation of the person signing the tender. Tenders by the corporation by a person be signed in the name of the corporation by a person duly authorised to do so. Incase it is signed by an authroised representative, a power of attorney in that behalf shall acCompany the tender. A copy of the constitution of the firm with names of the partner shall be furnished.

When the bidder signs a tender in a language other than English, the total amount tendered should also be written in the same language. The signature should be attested by atleast one witness.

23. Witnesses and sureties shall be persons of status and property and the names, occupations and addresses shall be stated below the signature.
24. All the signatures in the tender document shall be dated and pages of all the sections of the tender document shall be signed at the lower right-hand corner or where ever required in the tender document by the bidder or his authorised representatives.
25.
 - a. Tenders in which any of particulars and prescribed information is missing or incomplete in any respect are liable to be rejected.
 - b. Canvassing of any kind is strictly prohibited and the tender submitted by the bidder who resorts to canvassing is liable to be rejected.
 - c. The tender containing uncalled remarks for of any conditions are liable to be rejected.
 - d. No Page of the tender documents shall be removed or altered and the whole set must be submitted after being duly filled in and signed. Failure to comply with these instructions may result in the rejection of their tender.
26. The Company reserves the right(i) to reject any or all the tenders without assigning any reasons, thereof. The whole work may be split up and accepted in parts entirely at the sole discretion of the Company. The bidder should specifically state incase he would be unwilling to accept a part of the work.

The Company reserves the right to call off tender process at any stage without assigning any reason.

27. Should bidder have relative or relatives or in the case of a firm or private limited Company one or more of its partner or relatives of the partners employed in the capacity of the Company, the bidder should furnish complete information to that effect at the time of submission of the tender.
28. The successful bidder shall be required to execute an agreement in duplicate in the proforma attached with the tender documents as Annexure—XI. In event of failure of the bidder to sign the agreement within 15 days from the date issue of the notice of acceptance of the tender, the amount of Earnest money shall be forfeited to the Company and acceptance of the tender shall be considered as withdrawn.
29. The tenders submitted by the bidder shall remain valid for acceptance for a period of 180 days from the date of opening of Price Bid. The bidder shall not be entitled during the said period of 180 days, without the consent in writing of the Company to revoke or cancel his tender or to vary the tender given or any terms thereof.
30. **PERFORMANCE SECURITY:** The successful bidder/CONSULTANT shall provide to the employer a total performance security of **five percent [05%]** of the Contract price valid initially the time period of completion of construction plus 90 days work within 15 days after issue of Letter of acceptance but before signing the contract, a performance security of five percent of Contract price shall be submitted by successful bidder to ITI.
- Performance security **five percent [5%]** to be submitted by the successful bidder after the receipt of the letter of acceptance shall be either in the form of Bank Guarantee or Fixed deposit receipts in the name of ITI from a scheduled commercial bank or demand draft in favour of ITI Limited, payable at Bengaluru.
 - Failure of the successful bidder to comply with the requirement of submission of Performance Security as per provisions of the tender clause shall constitute sufficient ground for cancellation of award and forfeiture of the Earnest Money. Such successful bidder who fails to comply with the above requirement is liable to be debarred from participating in bids under ITI Limited for a period of one year.
 - For delay in submission of Performance of guarantee more than 15 days from the date of issue of LOA penal interest of 18% per annum to be charged on the amount of performance guarantee.
 - Security Deposit:** 5% of the gross amount payable to the consultant will be retained from each running bill as a Security deposit in addition to the performance guarantee of 5%. [Total security deposit will be 10% of the contract value]. The Security Deposit will be released to the consultant after successful completion of the project at site and submission of “As built drawings” to ITI

ITI reserves the right to forfeiture of the Performance guarantee in additions to other claims and penalties in the event of the consultant’s failure any of the contractual obligations or in the event of termination of the contract as per terms and conditions of the contract.
31. The earnest money deposited by the Successful bidder will be returned when successful bidder submits the 5% performance guarantee within in 15 days and their acceptability.
32. **Escalation in Price:** No escalation will be paid on account of any increase in price index in the price of material labour. No price escalation shall be applicable even during extended period for completing the works.

- 33. Taxes and Duties:** On implementation of GST many of the previously existing taxes have been subsumed in the same. However, taxes, duties, cess royalty, if any remaining in vogue which a bearing on the rates should be considered while submitting the tender. **GST as applicable will be paid Separately. In the event of non-payment/default of any statutory compliances in payment of any tax or any labor dues**, EPF, ESIC, etc., by the contractor or in case of any financial implication on ITI Limited the ITI reserves the right to hold the dues/payment of the contractor and make payment to local/State/Central government authorities or labors as may applicable including penalty thereof.
- a) The Contractor Price is inclusive of all taxes, duties, cess, and statutory levies payable under any laws, Other than Goods and Services Tax (GST) levied by Union and State Governments (CGST, SGST, UTGST, IGST).
 - b) In case of a change in the rate of tax or any provision relating levy of tax resulting in an increased burden of tax on the contractor, the contractor shall not be entitled to receive any compensation for such increase in quantum of tax payable by the contractor., however, recovery shall be made from the contractor on account of a decrease in rates of tax.
 - c) The contractor must be registered under the goods and services tax (GST) laws, and a copy of the registration certificate shall be submitted to ITI.
 - d) Apart from registration as mentioned at c) above, Contractors shall also obtain all other necessary registration required under any other Local / State/Union Government Statute, for the execution of this contract, if any.
 - e) Apart from compliances mentioned above, in the event of non-payment/default in payment of taxes and duties and any other statutory compliances, under any other Local/State/Union Government Statute, ITI reserves the right to withhold the dues/payment of contractor and make payment to Local/State/Union Government authorities or Labourers, as may be applicable.
 - f) It is clearly understood that the contractor is fully aware of all GST Laws and his liabilities and responsibilities under the said laws including but not restricted to correct HSN/SAC code, the applicable rate of taxes of GST, or otherwise on which his liability has to be paid and discharged. ITI shall have no liability or responsibility from any penalty or proceedings or any other liability levied or leviable on the contractor because of lower deduction or any other such non-compliance of the Contractor.
 - g) Bidders will examine the various provisions of The Central Goods and Services Tax Act, 2017 (CGST)/Integrated Goods and Services Tax Acts, 2017 (IGST)/ Union Territory Goods and Services Tax Act,2017 (UTGST)/ respective states State Goods and Service Tax Act (SGST) also, as notified by Central/State Government and as amended from time to time and applicable taxes before bidding. Bidders will ensure that the full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- 34.** Consortium/Joint ventures companies shall not be permitted. No single firm shall be permitted to submit two separate applications.
- 35.** If at any stage, any information/documents submitted by the applicant is found to be incorrect, false or have some discrepancy which disqualified the bidders/firm then, the Company shall take the following action:
- a. Forfeit the entire amount of EMD submitted by the firm.

- b. The bidder/Firm shall be liable for debarment from tendering in the Company apart from any other appropriate contractual legal action.
36. Tax deduction at source, if any, shall be made by ITI as per the law applicable from time to time from the amount payable to the consultant.
37. Should the stipulated time for completion of work, for whatever reason be extended, the consultant shall at his own cost, get the validity period of Bank Guarantee in respect of Performance Security furnished by him extended and shall furnish the extended/revised Bank Guarantee to ITI Ltd before the expiry date of the Bank Guarantee originally furnished.
38. The General Tender notice shall be deemed to form part of the agreement.
39. The tenders are invited in TWO BIDs, consisting of Technical Bid (Part-A) and Price/ Commercial Bid (Part-B).

The Technical Bid (Part-A) without the Price/Rate shall contain the following details:

1. Bidder's Profile
2. Acceptance of all the terms & conditions indicated in our tender.
3. Earnest Money Deposit (EMD) as specified in the tender and Tender document fee of Rs. 10,000 (Rupees Ten Thousand Only) plus GST @18% (Total Rs. 11,800) shall be payable with the bid. This shall be submitted before scheduled submission of tender as a Demand Draft or through NEFT or bank transfer or Pay Order drawn at a Scheduled Bank/Post Office in favor of ITI Limited (N S UNIT), Dooravani Nagar, Bengaluru - 560016. The Bank details for crediting/Transferring money to ITIL is as below.

Account No: 10637729843
Bank: State Bank of India
Branch: IFB
IFSC Code: SBIN0009077
MICR Code: 560002016
Type of Account: CC A/c.
4. All the documents regarding eligibility criteria.
5. All pages of the tender document Signed.

The Price/Commercial Bid (Part-B) shall contain the specific rate in figures and words.

SPECIAL CONDITIONS OF CONTRACT:

Scope of works:

1. Analysis of drawings of existing M/w towers of range varying from 30 metres to 122 metres height. The towers which were executed during ASCON-Ph-I and III project by ITI. The sites are located in the region of Rajasthan, Jammu & Kashmir, and North-eastern region.
2. Presence in periodical project review meetings as and when needed. No extra cost shall be paid for the same.
3. Any other details not mentioned above but required for satisfactory completion of the project.
4. **Deliverables.**
 - A] Analysis of as build drawings of existing M/w towers of height varying from **30 mtrs to 100 mtrs.**
 - B] In the event of the consultant failing to perform their duties or obligations as consultants in any manner in time and satisfactorily, they shall compensate ITI for any loss or damage or expenses that the Company may incur on account of such breach or non-fulfilment by the consultant's designs Drawings Specifications Instructions on the part of the consultant.
 - E] The amount quoted shall be all-inclusive and nothing extra towards travel and stay or any other claim is payable.

Additions Alterations and Variations:

ITI shall have the right to request in writing for additions alterations, modifications or deletion in the design and drawings of any part of the work and to request in writing for additional work in connection therewith and the consultants shall comply with such request without any extra cost. No. extra payment shall be made.

5. PAYMENT SCHEDULE.

- **Payment will be made in group of five or more in following manner**

80% of the payment will be made for the work executed in groups and after successful submission of reports of validation to the company.

10 % of the payment will be made after completion of all sites and successful submission of reports.

10% of amount of the executed work deducted as security deposited shall be released after completion of 6-months from the date of successful submission of the last tower report.

-----END OF SECTION-III----

SECTION -IV
INSTRUCTIONS FOR ONLINE BID SUBMISSION

1.	Submission of Bids shall be only through online process which is mandatory for this Tender.
1.1	<p>Tender Bidding Methodology:</p> <p>Sealed Bid System</p> <p>Tender Type: Two bids i.e., Technical and Financial Bids shall be submitted by the bidder at the same time on the portal.</p>
1.2	Broad outlines of the activities from Bidder's perspective:
1.2.1	Procure a Digital Signing Certificate (DSC)
1.2.2	Register on Electronic Tendering System® (ETS)
1.2.3	Create Users and assign roles on ETS
1.2.4	View Request for Proposal (Tender) on ETS
1.2.5	Download Official Copy of Tender Documents from ETS
1.2.6	Clarification to Tender Documents on ETS
1.2.7	Query to ITI LTD (Optional)
1.2.8	View response to queries posted by ITI LTD, as an addendum/corrigendum.
1.2.9	Bid Submission on ETS
1.2.10	Attend Public Online Tender Opening Event on ETS Opening of Technical/Financial Part
1.2.11	View Post-TOE Clarification posted by ITI LTD on ETS (Optional) Respond to ITI LTD's Post-TOE queries.
1.3	<p>For participating in this tender online, the following instructions need to be read carefully.</p> <p>These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.</p> <p>Note 1:</p> <p>It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. BOQ (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.</p> <p>Note 2:</p> <p>While uploading the documents, it should be ensured that the file name should be the name of the document itself.</p>

1.4	<p>Digital Certificates:</p> <p>For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC) also referred to as Digital Signature Certificate (DSC) of Class 3 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer http://www.cca.gov.in].</p>
1.5	<p>Registration in e-procurement portal:</p> <p>Bidder has to Register first in https://itilimited.euniwizarde.com/ .and then Tender document can be downloaded from the web site: https://itilimited.euniwizarde.com/ and bid has to be submitted in the e-format.</p>
1.6	<p>ITI LIMITED has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.</p>
1.7	<p>Special Note on Security of Bids:</p> <p>Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software.</p> <p>Specifically, for Bid Submission, some security related aspects are outlined below: -</p> <p>As part of the Electronic Encrypt functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-phrase created by the server itself. The Pass phrase is more difficult to break. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a User organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender opening officers of the User organization and the personnel of e-tendering service provider.</p>
1.8	<p>Public Online Tender Opening Event (TOE):</p> <p>ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet.</p> <p>Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on ETS.</p> <p>As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The work of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.</p> <p>ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the User for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders in electronic forms. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.</p>

	ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.
1.9	<p>Other Instructions: For further instructions, the vendor should visit the home page of the portal i.e. https://itilimited.euniwizarde.com/</p> <p>Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.</p>
1.10	The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:
1.10.1	Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your tender submission deadline on ETS.
1.10.2	Register your organization on ETS well in advance of your tender submission deadline on ETS.
1.10.3	Get your organization's concerned executives trained on ETS well in advance of your tender submission deadline on ETS.
1.10.4	Submit your bids well in advance of tender submission deadline on ETS to avoid any unforeseen last-minute problems due to internet timeout, breakdown, etc. While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth instruction is relevant at all times.
1.11	<p>Minimum Requirements at Bidders end:</p> <p>Computer System with good configuration and OS preferably supporting Windows, Word, Excel & PDF, High Speed Broadband connectivity, Internet Browser and Digital Certificate(s).</p>

NB: SINCE THE WORK IS TO BE EXECUTED FOR AND ON BEHALF OF AN END USER, THE NEED AND EXEGENCIES OF THE USER SHALL PREVAIL UPON ALL THE COVENENTS AND ALL DECISIONS SHALL BE TAKEN WITH THE KNOWLEDGE OF SUCH USER. THE USER HERE BEING INDIAN ARMY AND THE PROJECT BEING OF NATIONAL IMPORTANCE, A SPECIAL CARE AND PREPERATION WILL BE EXPECTED FROM THE BIDDER.

1.0 BID OPENING AND EVALUATION:

1.1 Opening of bids by the ITIL:

The Electronic Envelope marked as 'Bid Security, Bid cost & Authorization Envelope' shall be opened first and examined by the designated Bid Opening Committee (TOC) of ITIL.

The TOC shall as certain that The bidders who has not made payment of bid cost and EMD online then the Physical Envelopes of Bid Security and Bid cost should be submitted to Assistant Manager, ITI Limited ESG (ASCON), C/o. HQ 5 Sig Group, Opp. HQ Western Air Command, NH-8, Asmara Lines, Delhi Cantt. 110010.before tender submission time to meet the preliminary requirement of eligibility otherwise their bids shall not be opened/downloaded from the E-tender portal.

The Qualifying Bids downloaded shall be evaluated by the designated TEC and the result of evaluation after approval by the competent authority shall be declared for the information of all concerned clearly mentioning the qualified bidders and non-qualified bidders.

The hard copy of technical bid document may be sent to Assistant Manager ITI Limited ESG (ASCON), C/o. HQ 5 Sig Group, Opp. HQ Western Air Command, NH-8, Asmara Lines, Delhi Cantt. 110010. and should be reached on or before technical bid opening.

2. CLARIFICATION OF BIDS BY THE ITIL:

To assist in examination, evaluation and comparison of bids, the ITIL may, at its discretion ask the bidder for clarification of its bid. The request for its clarification and its response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

3. VERIFICATION OF BIDS BY THE ITIL:

If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However, the ITIL at its discretion may call for any clarification regarding the document within a stipulated time period. In case of non-compliance to such queries in the given time, the bid will be outrightly rejected without entertaining further correspondence in this regard.

4. PRELIMINARY EVALUATION:

ITIL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed/authenticated and whether the bids are generally in order.

Prior to the detailed evaluation, the ITIL will determine the substantial responsiveness of each bid to the bid document. For purpose of these clauses a substantially responsive bid is one which conforms to all the terms and conditions of the bid documents without deviations.

The ITIL may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of the bidder. Bids found technically and commercially compliant and suitable would only be considered for Price bid opening.

Signature of the Consultant
Dated

----- END OF SECTION –IV-----

Signature of the Bidder

SECTION -V
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- 7.7.4 Sanitary Arrangements :
- 7.7.5 Outbreak of Infectious Disease:
- 7.7.6 Treatment of Consultant's Staff in Company's Hospital's :
- 7.7.7 Medical Facilities at Site :
- 7.7.8 Use of Intoxicants :
- 7.7.9 Non– Employment of Labours Labourers below the Age of 14 :
- 7.7.10 Return of Labour etc.,

8 DETERMINATION OF CONTRACT :

8.1 Right of Company to Determine the Contract :

8.2 Payment on Determinaiton of Contract by Company :

8.3 Determination of Contract Owing to Default of Consultant :

8.3.2 Right of Company after Rescission of Contract Owing to Default of Consultant

8.3.3 Termination of Contract for Death :

8.4 Employment Of Apprentices :

9.0 Force Majeure:

10.0 Settlement of Disputes :

10.1 Matters Finally Determined by the Company :

10.2 Demand for Arbitration:

10.2.2 Obligation During Pendency of Arbitration :

10.2.3 Arbitration :

GENERAL CONDITIONS OF CONTRACTS

FOR TOWER VALIDATION WORKS

1.0 DEFINITION AND INTERPRETATIONS:

1.1 Definition:

1.1.1 GENERAL:

In this general conditions of contract, the following terms shall have the meaning hereby assigned to them except where the context otherwise requires.

1.1.2 COMPANY:

Company shall mean ITI LIMITED, having its registered office at ITIBhavan, Doorvaninagar, Bengaluru. 560 016 in the State of Karnataka and includes a duly authorised representatives of the Company/ or any other person empowered in their behalf by the company to discharge all or any of its functions.

1.1.3 MANAGEMENT:

Management shall mean the officer nominated by the Company to deal with the matters pertaining to the contract. The Officer so nominated shall be intimated to the consultant after the acceptance of the contract.

1.1.4 CONSULTANT:

'Consultant' shall mean the Consultant so designed by the company and/ or every other officer authorized by the Consultant for the time being to deal with matters relating to Contract.

1.1.5 GENERAL MANAGER (GM):

General Manager shall mean the officer in Administrative charge of the project.

1.1.6 CHIEF ENGINEER:

Chief Engineer shall mean the officer-In-charge of the Civil Engineering Department of the Project.

1.1.7 ENGINEER:

Engineer shall mean the Chief Engineer / Chief Manager, Deputy Chief Engineer / Manager, Senior Engineer / Deputy Manager, Executive Engineer / Assistant Manager, Assistant Executive Engineer / Engineer, Asst. Engineer or any other nominee for the execution of the work. The term Engineer- in – Charge shall also have the same meaning as the Engineer.

1.1.8 ENGINEER'S Representative:

Engineer's Representative shall mean the Assistant Engineer in Direct charge of the works and shall include any Junior Engineer/ Construction Assistant /Junior supervisors etc., appointed by the Company.

1.1.9 CONSULTANT:

'Consultant' shall mean the person, firm or company who has entered into agreement for the execution of works and shall include their executor's, successor's, administrator's and permitted assigns.

1.1.10 CONTRACT:

Contract shall mean the contract documents collectively, comprising agreement, Notice Inviting Tender, General terms and conditions, special terms and conditions, specifications, Time schedule of works, information and instructions to tenderers, accepted schedule of rates, and other documents and drawings constituting the tender and accepting thereof.

1.1.11 WORKS:

Work shall mean the works to be executed in accordance with the contract.

1.1.12 SPECIFICATION'S:

Specifications shall mean all directions, provisions and requirements attached to the Contract which pertain to the method and manner of performing the work or works to the quantities and qualities of work or works and the materials to be furnished under the contract for the work or works as may be amplified or modified by the Company or the Engineer during performance of the contract in order to provide for unforeseen conditions or in the best interest of the work or works.

1.1.13 ACCEPTED SCHEDULE:

Accepted Schedule in relation to the Contract means the schedule or schedules or quantities and the rates quoted /modified by the consultant in respect of which the Tender is accepted.

1.1.14 DRAWINGS:

'Drawings' shall mean the maps, drawings, Plans, and tracings or prints thereof annexed to the contract and shall include any modification of such drawings as may be issued or approved in writing by the Engineer from time to time.

1.1.15 CONSTRUCTIONAL PLANT:

'Constructional Plant' shall mean all appliances or things of whatsoever nature required for the execution, completions or maintenance of the works or temporary works (as herein after define) but does not include materials or other things intended to form or forming part of the permanent work.

1.1.16 TEMPORARY WORKS:

'Temporary work' shall mean all temporary works of every kind required for the execution, completion or maintenance of the works.

1.1.17 SITE:'Site' shall mean the lands and other places on or through which the works are to be carried out and any other lands or places provided by the company for the purposes of the contract.

1.1.18 PERIOD OF MAINTENANCE:

Period of Maintenance shall mean a period of 12 months of maintenance from the date of completion of the work as specified by the Engineer in charge.

1.1.19 Letter of Acceptance:

'Letter of Acceptance' is an intimation by a letter to the Tenderer that his/their tender has been accepted in accordance with the provisions contained in that letter.

1.1.20 APPROVED:

'Approved' means approved in writing by the Engineer including subsequent written confirmation of previous verbal approval and Approval means approval in writing including as aforesaid.

1.1.21 CONTRACT VALUE:

'Contract value' means the sum accepted or the sum calculated in accordance with the prices accepted in the tender and/or the contract rates as payable to the consultant for the entire execution and full completion of the work.

1.1.22 WORK ORDER:

'Work Order' shall mean the order in writing by the Engineer, intimating the consultant to commence the work wholly or partly, showing the date of commencement and completion of the work as a whole or the part so ordered to be commenced.

1.1.23 DATE OF COMMENCEMENT:

'Date of Commencement' is the date or dates for commencing the whole or part of the work as set out in or ascertained in accordance with the individual work orders or any subsequent agreed agreements thereto.

1.1.24 DATE OF COMPLETION:

'Date of Completion' is the date or dates for completion of the whole work as set out in or ascertained in accordance with the individual work orders or the tender documents or any subsequent agreed agreements thereto.

1.1.25 DEVIATION:

'Deviation' order means an order given in writing by the Engineer to effect an alteration in addition to or deduction from the scope or nature of the contract.

1.1.26 ACCEPTING AUTHORITY:

'Accepting Authority' is officer nominated by the management to accept a tender/ tenders up to a particular value.

1.1.27 MONTH:

'Month' shall mean the calendar month of the Gregorian Calendar.

1.2 SINGULAR & PLURAL:

Word imparting the Singular number shall also include the plural and vice versa where the context so requires.

1.3 HEADINGS& MARGINAL HEADINGS:

The headings and Marginal headings in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof, or be taken into consideration in thereof or the contracts.

2.0 GENERAL OBLIGATION:

2.1 EXECUTION CORRELATION & INTENT CONTRACT DOCUMENTS:

The Contract documents shall be signed in duplicate by the accepting authority and the consultant. The contract documents are complementary, and what is called for by any one shall be binding as if called for by all the intention of the documents is to include all Labour and materials, equipment and transportation necessary for the proper execution of the work. Materials or work not covered not covered by or property inferable from any heading or class of the specifications shall not be supplied by the company to the consultant unless distinctly specified in the contract documents. Materials or works described in words which so applied have a well know technical or trade meaning shall be held to refer to such recognized standard.

2.2 LAWS GOVERNING THE CONTRACT:

2.2.1 The Contract shall be governed by the laws for the time being in force in the republic of India

2.2.2 COMPLIANCE TO REGULATION & BYE-LAWS:

The Consultant shall confirm to the provision of any status relating to the works and regulations and bye-laws of any local authority and of any water and electric companies or undertakings with those system the work is proposed to be connected and shall before making any variations from the drawings or the specifications that may be necessitated by so confirming, given to the Engineer notice specifying the variation proposed to be made and the reason for making the variation and shall not carry out such variation until he has received instructions in writing from the Engineer in respect thereof. The consultant shall be bound to give all notices required by statute, regulations or Bye-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

2.3 COMMUNICATION TO BE IN WRITING:

All notices, communications, references and complaints made by the company or the Engineer or the Engineer's Representative or the consultant INTERSE concerning the work shall be in writing and no notice, communication, reference or complaint not in writing shall be recognized.

2.4 SERVICE OF NOTICE ON CONSULTANT:

The Consultant shall furnish to the Engineer the name, designation and address of his authorized agent and all complaints, notices, communications, and references shall be deemed to have been duly given to the consultant if delivered to the consultant or his authorized agent or left at or posted (Registered Post) to the address so given and shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary course of post or on the day on which they were so delivered or left in case of hand delivery. In the case of contract by partners, any change in the constitution of the firms shall be forthwith notified by the consultant to the Engineer with a copy of the accepting authority.

2.5 OCCUPATION AND USE OF LAND:

No land belonging to or in the possession of company shall be occupied by the consultant without the permission of the Company. The Consultant shall not use or to be used, the site for any purpose other than that of executing the works.

2.6 ASSIGNMENT OR SUBLETTING OF CONTRACT:

The Consultant shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission of the company, provided always that execution of the details of the works by petty contract under the direct and personal supervision of the consultant or his agent shall not be deemed to be subletting under this clause. The permitted sub-letting of work by the consultant could not establish any contractual relationship between the sub-consultant and the company and shall not relieve the consultant of any responsibility under the contract.

2.7 STORES ARRANGED BY THE COMPANY:

The Company shall render to the consultant assistance of supplying certain materials including tools and plants against payment/ Hire where so provided for in the contract documents already or may do so at a later date to be decided by the company at their sole discretion. This however, does not absolve the consultant of his responsibilities of executing the work as per the specifications detailed in the contract.

2.8 REPRESENTATIVE ON WORKS:

The Consultant shall when he is not personally present on the site of works, place and keep a responsible agent at the works during working hours who shall on receiving reasonable notice, present himself to the Engineer and orders given by the Engineer or Engineer's representative to the agent shall be deemed to have the same force as if they had been given to the consultant before absenting himself, the consultant shall furnish the name and address of his agent for the purpose of his clause failure on the part of the consultant shall render him liable for the consequences mentioned hereafter.

2.9 RELICS:

All Gold, Silver, Oil and other materials of any description and all the precious stones, coins, treasure, relics, antiques and other similar things which may be found in or upon the site shall be the property of the company, and the consultant shall duly preserve the same to such to the satisfaction of the company, and shall from time to time deliver the same to such person or persons as the company may appoint to receive the same.

2.10 EXCAVATED MATERIALS:

The consultant shall not sell or otherwise dispose of or remove except for the purpose of this contract, the sand, Stone, Clay, Ballast, Earth Rock, or Other substances, or materials which may be obtained from any excavation made for the purpose of the works or any building or produce upon the site at the time of delivery of the possession thereof, but all such substances, materials, Buildings, and Product shall be the property of the company provided of course that the consultant may with the permission of the Engineer use the same for the purpose of the work by payment of the same at such rates as may be determined by the Engineer.

2.11 INDEMNITY AND CHARGES:

2.11.1 INDEMNITY AND CHARGES PAYABLE:

The Consultant shall indemnify and save harmless the company from and against all actions, suits, proceedings, losses costs, damages, claims and demands of every nature and description brought or recovered against the company by reason of any act or omission

of the consultant, his agents or employees in the execution of the work or in regarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to use of the company without references to the actual loss or damage sustained and whether or not damage shall have been sustained.

2.11.2 PATENT RIGHT:

The consultant shall fully indemnify the company or the agent/ servant or employees of the company, against any action claim or proceeding relating to infringement or the use of any patent or design or any alleged patent or design rights, and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the events of any claims being made or action brought against the company or any agent or servant, or employee of the company or in respect of any of the matters aforesaid the consultant shall immediately be notified thereof for taking necessary action provided that the payment of indemnify shall not apply when such infringement has taken place in complying with the specific directions issued by the company, but the consultant shall pay any royalties payable in respect of any such use.

2.11.3 OCTROI AND OTHER DUTIES: [TAXES AND DUTIES]

All charges on account of Octroi, terminal or sales tax and/ or other duties or any other levy as the case may be for the materials obtained for the works shall be borne by the consultant.

The Contract price quoted by the consultant is inclusive of all taxes, duties, cess and statutory levies payable under any law by the Consultant in connection with execution of the contract other than GST.

The consultants shall comply with all applicable provision of Goods and service Tax[GST] levied by Union Government and State Government[CGST]. The consultant shall get himself registered and discharge his obligation for payment of taxes, of returns etc., under the appropriate provision of law in respect of all the taxes, duties, levies, cess etc., ITI Ltd would have right to seek necessary evidence that the consultant is registered under the law and duly discharging its obligations under the tax law, enabling ITI Ltd to avail input tax credit.

In case any law requires ITI Ltd to pay tax on the contract price on reverse cage basis, the amount of tax deposited by ITI Ltd would be considered as paid to the consultant and accordingly the price payable to the consultant would stand reduced to that extent.

Tax deduction at source if any, shall be made by ITI Ltd. As per law applicable from time to time from the amount payable to the Consultant.

2.11.4 Royalties:

Except where otherwise specified the consultant shall pay all tollage and other royalties, rent, and other payment or compensation (If any) for getting stone, sand, gravel, clay, and other material required for the works or temporary works or any of them.

2.12 EARNEST MONEY AND SECURITY DEPOSITS: Security deposit will be 10% of the contract value. Performance guarantee submitted by the consultant will be 5% of the contract value, balance 5% will be recovered from the running account bills.

2.12.1 THE EARNEST MONEY, PERFORMANCE GUARANTEE AND SECURITY DEPOSITS:

- a. Earnest Money Deposit (EMD) as per Tender.
- b. The bid will be rejected by ITI Ltd. as non-responsive and shall not be considered in case EMD is not received.
- c. The EMD of bidders other than L-1 will be returned within 15 days on their request after issuance of LOA to the successful bidder.
- d. The successful bidder will have to submit a 5% Bank Guarantee as Performance guarantee which shall be submitted within 15 days of issue of Letter of Intent.
- e. Bank Guarantee may be forfeited:**
 - i. The bidder withdraws the bid after bid opening during the period of validity.
 - ii. Any unilateral revision in the offer made by the tenderer during the validity of the offer.
 - iii. Non acceptance of LOA if and when placed.
 - iv. In the case of a successful bidder, if the bidder fails to sign the Agreement within the 15 days from the date of issue of LOA or fails to commence the work within the stipulated time period prescribed in the contract.

f . PERFORMANCE GUARANTEE: The successful bidder/consultant shall provide to the employer a total performance security of [5%] of the Contract price covering initially the time period of completion of construction work plus 90 days within 15 days after issue of Letter of acceptance but before signing the contract.

g. Performance Guarantee Deposit: The total amount of Security Deposit is 10% of the contract value Performance Guarantee payable by the consultant shall be 5% of the total value of the contract..

The Performance Guarantee deposit shall remain at the entire disposal of the company for the satisfactory execution and completion of the works, in accordance with the conditions of the contract.

The company shall be at liberty to deduct and appropriate amount from the Performance Guarantee security deposit such compensations and dues as may be payable by the consultant under the contract and the appropriation will be made good by the further deduction from the consultant's subsequent interim bills.

h. REFUND OF PERFORMANCE GUARANTEE AMOUNT: Further, the consultant has to furnish No Claim Certificate to ITI at the time of claiming refund of performance guarantee amount after completion of **6-months from the date of submission of the last report.**

The Performance Guarantee shall remain at the entire disposal of the company for the satisfactory execution and completion of the works, in accordance with the conditions of the contract.

2.12.2 INTEREST ON ACCOUNTS:

No interest will be payable on the Performance Guarantee amount deposited by the consultant under this contract.

2.13 TIME LIMITATION:

2.13.1 Subject to any requirement in the contract as to dates of completion of any portion or portions of the work , before completion of the whole, the consultant shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under these conditions) by the date entered in the work order, provided that, if any modifications have been ordered, which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided however that the consultant shall be responsible for requesting such extension of the date as he may consider necessary as soon as a cause thereof shall arise and in any case not less than one month before original date fixed for completion of the works.

2.13.2 DELAY AND EXTENSION OF TIME:

If the consultant has delayed at any time in the progress of the works by any act or neglect of the employees of the company or by any other consultant employed by the company under **CI-3.2.4** of these conditions, or by strikes, lockouts, fire or unusual delay in transportation unavoidable casualties of any cause beyond the consultant's control, or by delays authorized by the Engineer pending arbitration or by any cause which the Engineer shall decide to justify the delay, then the time of completion of the works shall be extended for such reasonable time as the engineer may decide.

2.13.3 EXTENSION OF TIME ON COMPANY ACCOUNT:

In the event of any failure or delay by the company to hand over the consultant possession of the lands, necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the company due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof entitling the consultant to damages or compensation thereof but in any such case extension or extensions of the completion date as may be considered reasonable may be granted to the consultant.

2.13.4 TIME TO BE ESSENCE OF THE CONTRACT AND LIQUIDATED DAMAGES:

The time for completing the works or portions where by their respective dates or extended dates fixed for their completion shall be deemed to be the essence of the contract, and if the consultant shall fail to complete the work within the time prescribed, the company shall if satisfied that the works can be completed by the consultant within a reasonable short time thereafter be entitled , without prejudice to any other right or remedy available on that behalf, to recover by way of ascertained and liquidated, damages, a sum equivalent to ONE PERCENT of the contract value of the works or portion thereof for each week or part of week the consultant is in default even though the contract as a whole is completed by the date specified in the contract for any time or group of items of works and allow the consultant such further extension of time for the whole work or portions thereof as the Engineer may decide , if the company is not satisfied that the works can be completed by the consultants and in the event of failure on the part of the consultant to complete the works within the further extension of time allowed as aforesaid the company shall be entitled without prejudice to any other right or remedy available on that behalf, to appropriate the consultants security deposit and rescind the contract **under clause 8.3 of these** conditions, whether or not actual damage is caused by such default. The amount of compensation will be adjusted or set off against any sum payable to the consultant under this or any other contract provided always that the entire amount of compensation to be paid under this clause shall not exceed 10 % of the contract value as a whole.

2.14 ILLEGAL GRATIFICATION:

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the consultant or his partner, agent or servant or anyone on his or on their behalf to any officer, or employee of the company or to any person or his or their behalf in relation to the obtaining or the execution of this or any other contract with the company shall in addition to any criminal liability which may incur, subject to the consultant to the recession of the contract and all other contracts with company and to the payment of any loss of damage resulting from such rescission, and the company shall be entitled to deduct the amounts so payable from any money due to the consultant under the contract or any other contracts with the company.

2.15 EVERYTHING AT CONSULTANT’S RISK:

2.15.1 The consultant shall undertake all risks and liabilities of whatsoever nature arising out of the works including by way of implications but not by way of limitations all risks attendant on the nature of site, sub-soil, the levels and consistency of strata in or on which the works are to be found or constructed. Also all risk of fire, Earthquakes, riots, war, gales, storms, winds, variations or water level, sub soil and quantities of water to be pumped, discharged of water courses, Rains traffic delays and any other causes of whatsoever nature whether within or beyond consultant’s control, which may affect or damage the works during the construction and all damages which may happen on any way howsoever to the works shall be made good by the consultant at his own risk and costs.

2.15.2 INSURANCE OF WORK:

Unless otherwise instructed by the accepting authority the consultant shall on signing the contract insure the works and keep them insured until the virtual completion of the contract against loss or damages by fire and / or earthquake in an office to be approved by the accepting authority in the Joint names of the accepting authority and the consultant for such amount (Including Consultant fees) as may be called upon to do so by the accepting authority. Such policy shall cover the property of the company and shall not cover any property of the consultant or of any Sub- Consultant or Employee. The consultant should deposit the policy and receipts of the premium with the accepting authority within 21 Days from the date of signing the contract unless otherwise instructed by the accepting authority. The default of the consultant insuring as provided above, the company on his behalf may so insure and may deduct the premiums paid from any sum due, or which may become due to the consultant. The consultant shall as soon as the claim on the policy is settled, or the work reinstated by the insurance office should they elect to do so, proceed with all due diligence with the completion of the works in the same manner as though the fire had not occurred and in all respects under the same conditions of contract. The consultant in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as the Engineer may deem fit.

2.16 NO VISITOR OR PHOTOGRAPHER:

The consultant shall neither allow any visitor on the works nor take or allow to be taken any of photographs without the permission of the Engineer in writing.

2.17 WORK SITE ORDER BOOK:

The Consultant will be required to keep a properly bound book at site of work as work site order book. The pages of the book will be numbered and initialed by the Engineer. Any special orders and instructions to be issued to the consultant shall be recorded in this book by the Engineer or his representative and noted it. The book shall be the property of the company.

3.0 EXECUTION of WORKS:

3.1 CONSULTANT'S UNDERSTANDING:

3.1.1 It is understood and agreed that the CONSULTANT has by careful examination satisfied himself as to nature and location of the work, the confirmation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the execution of the works. The general and local conditions, the Labour conditions, prevailing therein and all the other matters which can in any way affect the works under the contract. No claim whatsoever on this account shall be entertained at a later date.

3.1.2 COMMENCEMENT OF WORKS:

The CONSULTANT shall commence the works on the date or dates indicated in the work order in writing to this effect from Engineer and shall proceed with the same with due expedition and without delay.

3.1.3 TIME AND PROGRESS CHART:

- a.** A detailed time and progress chart for the execution of various items of work within the overall period of completion shall be prepared jointly by the Engineer and the Consultant/successful bidder, signed by both the parties and shall adhere to.
- b.** Time allowed for carrying out all the works as entered in the tender shall be as mentioned in the BOQ which shall be reckoned from the 15th day from date of issue of the work order to the Consultant. Time shall be the essence of the contract and consultant shall ensure the completion of the entire work within the stipulated time of completion.
- c.** The Consultant shall also furnish within 15 days of date of issue of work order a CPM network/PERT chart /Bar chart for completion of work within the stipulated time. This will be duly got approved from ITI Ltd. This approved network /PERT chart shall form a part of the agreement. Achievement of milestones as well as total completion has to be within the time period allowed.
- d.** Consultant shall mobilize and employ sufficient resources for completion of all the works as indicated in the BAR Chart/PERT Chart. No additional payment will be made to the consultant for any multiple shift work or other incentives methods contemplated by him in his work schedule even though the time schedule is approved by the Engineer – in –charge.
- e.** During the currency of the work the consultant is expected to adhere to the time schedule on mile stone and total completion and this adherence will be part of consultants performance under the contract. During the execution of the work consultant is expected to participate in the review and updating of the Network/BAR Chart undertaken by the ITI Ltd. These review may be undertaken at the discretion of Engineer in charge either as a periodical appraisal measure or when the quantum of work order on the consultant is substantially changed through deviation order or amendments. The review shall be held at site or any of the office of ITI/Consultant at the sole discretion of ITI Ltd. The consultant will adhere to the revised schedule thereafter. The approval to the revised schedule resulting in a completion date beyond the stipulated date of completion shall not automatically amount to grant extension of time to the consultant.
- f.** The consultant shall submit [as directed by the Engineer – in –charge] progress reports on a computer based program [Program and software to be approved by

Engineer in charge] highlighting status of various activities and physical completion of work. The Consultant shall send completion report with as build drawings to the office of Engineer in charge of ITI in writing within a period of 30 days of completion of work.

The photographs of the project taken on last day of every month indicating progress of work [in soft copies] shall be attached along with the physical progress reports to be submitted to Engineer in charge.

3.1.4 IF THE WORK(S) BE DELAYED BY

- i. Force Majeure or
- ii. Abnormally bad weather or
- iii. Serious loss or damage by fire, or
- iv. Civil commotion, local commotion of workmen, strike, or lock out, affecting any or the trades employed on the work or
- v. Delay in part of other consultants or tradesmen engaged by Engineer – in –charge in executing work not forming part of the contract or
- vi. Any other cause which, in the absolute discretion of the ITI is beyond the consultants control then upon the happening of any such event causing delay, the consultant shall immediately give notice thereof in writing to the authority but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer in charge to proceed with the works

3.2 COMPLIANCE TO ENGINEER'S INSTRUCTIONS:

3.2.1 The Engineer shall direct the sequence in which the several parts of the works shall be executed and the consultant shall execute without delay all orders given by the Engineer from time to time but the consultant shall not be relieved thereby from his/their responsibility for the due performance of the works in all respect.

3.2.2 ALTERATIONS TO BE AUTHORIZED:

No alterations in or additions to or omission or abandonment of any part of the work shall be deemed authorized, except under instructions in writing from the Engineer, and the Consultant shall be responsible to obtain such instruction in each and every case.

3.2.3 EXTRA WORKS BY ANOTHER AGENCY:

Should works over and above those included in the contract be required to be executed at the site, the consultant shall have no right to be entrusted with the execution of such works which may be carried out by another consultant or consultants or by other means at the option of the company.

3.2.4 SEPARATE CONTRACTS IN CONNECTION WITH THE WORKS:

The Company shall have the right to let out other contracts in connection with the works. The Consultant shall afford such other consultants reasonable opportunity for the storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs. If any part of the consultant's work depends for proper results upon execution of the work of another consultant, the consultant shall inspect and promptly report to the Engineer and any defect in such work that render it unsuitable for such proper results

and execution. The consultant's failure to inspect and report shall constitute an acceptance of other consultant's work as fit and proper for the reception of his work, except as to defects which may develop in the other consultant's works after the execution of his work.

3.3 INSTRUCTION OF ENGINEER'S REPRESENTATIVE:

3.3.1 Any instruction or approval given by the Engineer's representative to the consultant in connection with the works shall bind the consultant as though it had been given by the Engineer provided always as follows.

3.3.1.1 Failure of the Engineer's representative to disapprove any work or materials shall not prejudice the powers of the Engineer thereafter to disapprove such work or materials and order the removal or breaking up thereof.

3.3.1.2 If the consultant shall be dissatisfied by reason of any decision of the Engineer's representative, he shall be entitled to refer the matter to the Engineer who shall there upon confirm or vary such decision.

3.4 ADHERENCE TO SPECIFICATIONS AND DRAWINGS:

3.4.1 The whole of the works shall be executed in perfect conformity with the specifications and drawings of the contract. If the consultant performs any work in a manner contrary to the specifications or drawings or any of them and without such reference to and approval from the Engineer in writing he shall bear all the costs arising or ensuing there from shall be responsible for all loss to the decision.

3.4.2.1 DRAWINGS AND SPECIFICATIONS ON THE WORKS AND OWNERSHIP THEREOF:

Any discrepancy between the specifications and the drawings or any error, omission, or ambiguity in the specifications or the drawings shall not invalidate the contract. The consultant shall, immediately on noticing any such discrepancy, error/omission or ambiguity bring the same to the notice of the engineer. Any work done by the consultant after discovery by him of such discrepancy, error, omission, or ambiguity, without authorization by the Engineer will be entirely at the consultant's risk and cost.

3.4.2.2 Any work for which no specifications or drawings have been prescribed or issued by the company, shall be carried out by the consultant in all respect in accordance with the instructions and requirement of the Engineer.

3.4.2.3 Drawings and prints of articles, machinery or fabricated materials or work entering into or forming part of permanent constructions, which are not furnished by the company and which are by the specifications, required to be furnished by the consultant, shall be submitted by the consultant to the Engineer for approval. Such approval shall not, however operate to waive or modify the provision or requirements contained in the specifications unless expressly so stated. All such drawings and prints, as also the drawings and specifications that may be furnished by the company to the consultant shall be deemed to be the property of the company and they shall not be used on works other than for the works covered by the contract, shall be returned to the company on completion of the work or termination of the contract.

3.4.2.4 The drawings enclosed with the tender documents shall be a part of the specifications and are intended to define the general construction of the work required. All the drawings shall be for tender purposes only and shall not be certified for constructions, the consultant will receive the certified construction drawings.

3.4.2.5 The drawings for the work as listed in the tender document, show the conditions as they are believed by the company to exist based upon the interpretation of field observations. It is

not intended to be inferred that the conditions as shown thereon constitute a representation by the company or its representatives that such conditions do actually exist, not shall the consultant be relieved of the liability under his/their contract to the company nor any of its representative be liable for any loss sustained by the consultant as a result of any variance between conditions as shown on the drawings and the actual conditions revealed during the progress of the work or otherwise. The consultant shall check all the drawings furnished to him immediately upon their receipt and shall promptly notify the Engineer of any omission or discrepancies. Omission from the drawings or the misdescription of details of the work which are manifestly necessary to carry out the intent of the drawings, or which is customarily performed shall not relieve the consultant from performing such omitted or misdescribed details or work, and they shall be performed as if fully and correctly asset forth and describe on the drawings. In case of conflict between the specifications and the drawings, the specification shall govern.

3.4.1.6 Revision of the drawings may be made as when deemed necessary by the Engineer during the progress of the work, additional detail drawings will be furnished to the consultant. These additional drawings shall be considered as forming a part of the contract.

3.4.1.7 One complete set of Drawings furnished for the work, shall be kept in good condition on the job. This set shall be designated 'Record Prints' A complete and exact record of any and all differences between the work as actually constructed and erected and the design indicated on the design drawings shall be approved by the Engineer in writing before any alterations work is started. All 'Record Prints' will become the property of the company.

3.4.3 COMPLIANCE WITH CONSULTANTS AND REQUEST FOR DETAILS:

The Engineer shall furnish with reasonable promptness after receipt by him of the consultant's request in writing for the same additional instruction by means of drawings or otherwise, necessary for the proper execution of the works or any part thereof. All such drawings and instructions shall be consistent with the contract documents and be reasonably inferable there from.

3.4.4 MEANING AND INTENT OF SPECIFICATIONS AND DRAWINGS:

If any ambiguity arises as to the meaning and Intent of any provisions of the specifications and drawings or as to execution or quality of any work of materials of the Engineer thereon shall be final subject to appeal (within 7 days of such decision being intimated to the consultant) to **the Deputy general Manager/ Chief Engineer/Assistant Manager(Civil) -- -- who shall** have the powers to correct any errors, Omission, or discrepancies in the specifications, drawings, classifications of work or materials, and those decision in the matter in dispute or doubt shall be final, inclusive and binding.

3.5 WORK ON HOLIDAYS AND DURING NIGHT:

The Consultant shall not carry out any work on holidays and between sunset and sunrise without previous permission of the engineer in writing.

3.6 DAMAGE TO COMPANY'S PROPERTY AND PRIVATE LIFE AND PROPERTY:

The consultant shall be responsible for all risk to the works and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or any other

property of the Company of the lives, persons connection with the works until they are taken over by the company and this although all reasonable and proper precautions may have been taken by the consultant, and in case the company shall be called upon to make good any such costs, loss and damages, or to pay compensation (including that payable under the provisions of the workman's thereof) to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omission of the part of the consultant the amount of any costs or charges(including costs of charges in connection with legal proceedings), which the company may incur in reference thereof shall be charges to the consultant. The company shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation or legal proceedings being instituted consequent on the action or default of the consultant, to take such steps as may be considered necessary or desirable to word off or mitigate the effect of such proceeding, charging to the consultant, as aforesaid any sum or sums or money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payments, defense or compromise and the incurring of any such expenses shall not be called in question by the consultant.

3.7 SHEDS, STORE HOUSE AND YARDS:

The consultant shall at his own expenses provide himself with sheds, Store house, any yards in such situations and in such numbers as in the opinion of the Engineer is requisite for carrying on the works. He shall obtain from the Engineer in writing approval to the layout of the sheds, store houses and the extent of area to be enclosed by the yards, before undertaking constructions thereof.

The consultant shall keep at each of such sheds, store houses and yards a sufficient quantity of materials and plant in stock as not to delay the carrying out of the works with the due expedition and the Engineer and Engineer's representative shall have the free access to the sheds, store house or yards at any time for the purpose of inspecting the stock of materials or plant so kept in hand and any materials or plant which the Engineer may object to shall not be brought upon or used in the works, but shall be forthwith removed from the sheds, store house or yards by the consultant. The consultant shall at his own expenses provide and maintain suitable construction plant like Mixers, Compressors, Welding Sets, Mortar mills and soaking vats or any other equipment necessary for the execution of the works.

3.8 PROVISION OF EFFICIENT AND COMPETENT STAFF:

The consultant shall place and keep on the works at all-time efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound proper manner and shall employ only such supervisor, workmen and labourers in or about the execution of any works as are careful and skilled in their various trades and callings.

The consultant shall at once remove from the works any agent, permitted sub-consultant, supervisor workmen or labourer who shall be objected to by the Engineer, if any and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him. In the event of the Engineer being of the opinion that the consultant is not employing on the works a sufficient number of staff and workmen as is necessary for the proper completion of the works within the time prescribed. The consultant shall forthwith or receiving intimation to this effect take on the additional number of staff and labour specified by the Engineer within seven days of being so required and

failure on the part of the consultant to company to rescind the consultant under **clause 8.3 of these conditions.**

3.9 URGENT WORKS:

If any work [in respect whereof the decision of the Engineer – in – charge shall be final and binding] becomes necessary and the CONSULTANT is unable or unwilling at once to carry it out, the Engineer-in –charge may by his own or other work people, carry it out, as he may consider necessary, If the urgent work shall be such as the consultant liable under the contract to carry out at his expenses, all expenses incurred by the company shall be recoverable from the CONSULTANT and be adjusted or set off against any sum payable to his.

3.10 REMOVAL OF IMPROPER WORK:

The Engineer and the Engineer’s representative shall be entitled to order from time to time:

The removal and proper re-execution (Not withstanding of previous tests thereof or on account payments thereof) of any work which in respect of workmanship is not in his opinion in accordance with the specification, and in case of default on the part of the consultant in carrying out such orders, the company shall be entitled to rescind the contract under **Clause 8.3 of these conditions.**

3.11 CONSULTANT TO SUPPLY WATER& POWER FOR WORKS:

Unless otherwise provided for in the contract documents, the consultant shall be responsible for the arrangements to obtain supply of water and power necessary for the works and his workman. The cost of water and power has to be borne by the Consultant.

3.12 PROVISIONS OF ACCESS TO PREMISES:

During progress of work in any street or thoroughfare, the consultant shall make adequate provision for the passage of traffic for securing safe access to all premises approached from such street or thoroughfare and for any drainage, water supply or means of lighting which may be interrupted by reason of the execution of the works and shall erect and maintain at his own cost diversions, barriers, lights and other safeguards as prescribed by the Engineer for the regulation of the traffic and provide watchmen necessary to prevent accidents. The work shall in such cases be executed in night and day if so ordered by the Engineer and with such vigor so that traffic may be impeded for as short a time as possible.

3.13 SAFETY OF PUBLIC:

The consultant shall be responsible to take all precautions to ensure the safety of the public whether on public of company property and shall post such look out men as may in the opinion of the Engineer be required to comply with the regulations appertaining to the work.

3.14 SUSPENSION OF WORKS:

The consultant shall on the order of the Engineer in writing suspend the progress of works or any part thereof for such times and in such manner as Engineer may consider necessary

and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Engineer.

If such suspension is provided for in the contract

OR

Necessary for the proper execution of the works or by reasons of weather conditions or by some default on the part of the consultant.

OR

Necessary for the safety of the works or any part thereof, the consultant shall not be entitled to any extra costs if any incurred by him during the period of suspensions of the works, but in the event of any suspension ordered by the Engineer for Reasons other than aforementioned and when each such period of suspensions exceeds 14 days the consultant shall be entitled to such extension of time for completion of the works as the engineer may consider proper having regards to the period or periods of such suspensions and such compensation as the Engineer may consider reasonable in respect of salaries or wages paid by the consultant to his employees during the periods of such suspensions. Consultant shall not resume work or part of work so suspended by the Engineer without a written order from the Engineer to that effect.

3.15 SUSPENSION LASTING MORE THAN THREE MONTHS:

If the progress of the works or any part thereof is suspended on the order of the Engineer in writing for more than three Months at a time, the consultant may serve a written notice to the Engineer requiring permission within 15 days from the receipt thereof to proceed with the work or part thereof in regards to which progress is suspended and if such permission is not granted within that time the CONSULTANT by a further written notice so served may (but is not bound to) elect to treat the suspension where it affects part only of the works as an omission of such part or where it affects the whole of the works as an abandonment of the contract by the company.

3.16 RATES FOR ITEMS OF WORKS:

The rates entered in the 'Accepted Schedule of Rates' of the contract are intended in provide for works duly and properly completed in accordance with the General and Special (if any) conditions of contract and the specifications and drawings, together with such enlargements, extensions, diminutions, reductions, alterations or additions as may be ordered in terms of **clause 4.2.1** of these conditions and without prejudice shall be deemed to include and cover superintendence and Labour, supply, all the materials supplied for the work or other duties or expenses for which the CONSULTANT may become liable or may be put to under any provision of law for the purpose of or in connection with the execution of the contract, and all such other incidental charges or contingencies as may have been specially provided for in the specifications.

If any items of work carried out by the CONSULTANT on the instructions of the Engineer which is not covered by the 'Accepted schedule of rates' (i.e. the Tendered Rates), rates for such additional, altered or substituted work shall be worked out in accordance with the following provisions in their respective order.

- i) If the rates for the additional altered or substituted work are not specifically provided in the contract for the work the rates will be derived from rates for a similar class of work as are specified in the contract for the work.
- ii) If the altered, additional or substituted work included any work for which no rates are specified in the contract then such work shall be carried out at the rates entered in the CPWD Schedule of Rates 2018 (Civil) and the latest Schedule of Rates for Electrical Works, New Delhi minus / plus percentage which the total tendered amount bears to the estimated cost of the entire work put to tender.
- iii) If rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clause (i) or (ii) above then rates for such work shall be worked out on the basis of the schedule of rates specified in sub-clause (ii) above minus/plus the percentage which the total tendered amount bears to the estimate cost of the entire work put to tender. Provided always that if the rate for a particular part or parts of the items is not in the schedule of rates, the rates for such part or parts will be determined by the Engineer on the basis of the prevailing market rates, when the work was done.
- iv) If rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clause (i) to (iii) above, then the CONSULTANT shall within 7 days of the date of receipt of order to carry out the work, inform the Engineer of the rate which it is his intention to charge supported by analysis of the rate or rates claimed and the Engineer shall determine the rates on the basis of prevailing market rates and pay the CONSULTANT accordingly. However, the Engineer by notice in writing will be at liberty to cancel his order to carry out such work and arrange to carry out it out in such manner as he may consider advisable, provided always if the CONSULTANT commences the work or incur any expenditure before determination of the rate(s) hereinbefore mentioned, then in such case the CONSULTANT shall be entitled to be paid in respect of the work carried or expenditure incurred prior to date of determination of the rates as aforesaid to such rate or rates as shall be fixed by the Company. But under no circumstances, the CONSULTANT shall suspend the work on the plea of non-settlement of rates for items falling under this clause.

3.17 HANDING OVER OF WORKS:

The consultant shall be bound to hand over the works executed under the contract to the company complete in all respects to the satisfaction of the Engineer. The Engineer shall determine the date on which the work is considered to have been completed in support of which his certificate shall be regarded as sufficient evidence for all purposes. The Engineer shall determine, from time to time the date on which way particular section of the work shall be have been completed, and the consultant shall be bound to observe any such determination of the Engineer.

3.18 CLEARANCE OF SITE ON COMPLETION:

On the completion of the works the consultant shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean to the satisfaction of the Engineer.

No Final payment in settlement of the accounts for the works shall be made or held to be due to the consultant till in addition to any other condition necessary for such final payment, site clearance shall have been effected by him and such clearance may be made by the Engineer at the expenses of the consultant. In the event of his failure to comply with this provision within 7 days after receiving notice to that effect, should it become necessary for the Engineer to have the site cleared at the expense of the consultant, the company shall not be held liable for any loss or damage to such of the consultant's property as may be on the site and due to such removal there from, which removal may be effected by means of public sale of such materials and property or in such a way as deemed fit and convenient to the Engineer.

3.19 ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK

If it shall appear to the Engineer-in-Charge or his authorized subordinate in charge of the work or to the Chief Technical Examiner or to any other inspecting agency of Government/ State Government/ Owner where the work is being executed, that any work has been executed with unsound, imperfect, or unskillful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the consultant shall on demand in writing which shall be made within six months of the completion of the work from the Engineer in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, Certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-Charge in his demand aforesaid, then the Consultant shall be liable to pay compensation at the rate of one percent of the estimated amount put to tender for every day not exceeding ten days, while his failure to do so shall continue and in the case of any such failure, the Engineer-in-Charge may rectify or remove and re-execute the work or remove and replace with others, the material or articles complained of as the case may be at the risk and expense in all respects of the consultant.

3.20 POSSESSION PRIOR TO COMPLETION

ITI LTD shall have the right to take possession of or use any completed or partially completed work or part of the work. Such possession or use shall not be deemed to be any acceptance of any work not completed in accordance with the contract agreement. If such prior possession or use by ITI LTD delays the progress of work an equitable adjustment in the time of completion will be made and the contract agreement shall be deemed to be modified accordingly. The decision of ITI LTD in this case shall be final binding and conclusive.

When the whole of the works or the items or the groups of items of work for which separate periods of completion have been specified have been completed the consultant will give a

notice to that effect to the Engineer-in-Charge in writing. The Engineer in-Charge shall within 7 days of the date of receipt of such notice inspect the works and either the Engineer-in-Charge issues to the consultant a completion certificate stating the date on which in his opinion the works were completed in accordance with the contract or gives instructions in writing to the consultant specifying the balance items of work which are required to be done by the consultant before completion certificate could be issued. The Engineer-in-Charge shall also notify the consultant of any defect in the works affecting completion.

The consultant shall during the course or execution prepare and keep updated a complete set of 'as built' drawings to show each and every change from the contract drawings, changes recorded shall be countersigned by the Engineer-in-Charge and the consultant. Four copies of 'as built drawings shall be supplied to ITI LTD by the consultant within 30 days of the completion. All costs incurred in this respect shall be borne by the consultant only.

4.0 VARIATION IN EXTENT OF CONTRACT:

4.1 MODIFICATIONS TO THE CONTRACT TO BE IN WRITING:

In the event of any of the provisions of the contract requiring to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the company and the consultant. Any verbal or written arrangements abandoning, modifying, extending, reducing or supplementing the contract or any of the term thereof shall be deemed conditional and shall not be binding on the company unless and until the same is incorporated in a formal instrument and signed by the company.

4.2 POWER OF MODIFICATIONS TO CONTRACT:

4.2.1 The Engineer on behalf of the company shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character, position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof and to order any additional works to be done or any works not be done as provided on **clause 4.2.2** the consultant will not be entitled to any compensation for any reductions and for approved materials furnished against a specific order.

4.2.2 VALUATION OF VARIATIONS:

The enlargements extensions, dimintions, reduction, alterations or additions referred to in **clause 4.2.1** shall in no degree affect the validity of the contract but shall be performed by the consultant as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressly included and provided for in the specifications and drawings and the amounts to be paid there for shall be calculated in accordance with the accepted schedule of rates and for extra items of works at the rates determined under the **clause 3.16** of these conditions.

4.2.3 VARIATION IN QUANTITIES:

If required, consultant shall have to execute additional works to the extent of 25% of the accepted contract sum. No adjustment of rates shall be made up to this limit and terms and conditions of the contract shall remain unaltered.

5.0 CLAIMS:

5.1 MONTHLY SETTLEMENT OF CLAIMS:

5.1.1 The consultant shall prepare and furnish to the Engineer once in every month an amount giving full and detailed particulars of all claims for any additional expense to which the consultant may consider himself entitled and of all extra or additional works ordered by the Engineer which he has expected up to and including the preceding month under the following sub-heads:

- a) Deviations from items and specifications provided in contract documents.
- b) Extra items of Work.
- c) Quantities in excess of those provided in the contract schedule.
- d) Items in respect of which the rates have not been settled.

No claim for payment for any such work will be considered which has not been included in such particular.

He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all the claims and that no further claims shall be raised by him in respect of the works done up to and including the period under report.

5.1.2 SIGNING OF 'NO-CLAIMS' CERTIFICATE:

The consultant shall not be entitled to make any claim so ever against the company under or virtue of entertain or considered any such claim, if made by the consultant, after he shall have signed "No Claim" certificate in favour of the company, in such form as shall be required by the company.

5.1.3 SUBMISSION OF BILLS:

The consultant shall submit the bills in quadruplicate on the prescribed form(s) of the company. For "On Account" payment, bill shall be submitted by the consultant periodically depending on the progress of work at site.

All payments due shall be subject to any deductions which may be made under these presents and shall further be subject to unless otherwise required by **clause 2.12** of these conditions, a retention of 5% percent by way of security deposit until the amount of security deposit by way of the retained earnest money *and such retention shall total up to the required amount of the security deposit.*

6.0 MEASUREMENT CERTIFICATES AND PAYMENTS:

6.1 QUANTITIES IN SCHEDULE ANNEXED TO CONTRACT:

The quantities set out in the accounted schedule of rates are the estimated quantities of the works and they shall not be as the actual and correct quantities of the work to be executed by the consultant in fulfillment of his obligations under the contract.

6.2 MEASUREMENTS OF WORKS:

The consultant shall be paid for the works at the rates in the accepted schedule of rates and for extra works at the rates determined under **clause 3.21** of these conditions on the measurements taken by the Engineer or the Engineer's representative in accordance with rules prescribed for the purpose by the company.

6.3 ON ACCOUNT PAYMENTS:

6.3.1 No payments shall be made for the works estimated to cost rupees Ten thousand or less till after the whole work shall have been completed and certifications of completion given.

For works estimated to cost more than Ten thousand, the consultant shall submit a bill there on and be entitled to receive running account payment proportionate to the part there of then executed to the satisfaction of the Engineer whose certificate of the sum so payable shall be final and conclusive against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstruct or re-erected or be considered as an admission of the due performance of the contract or the part thereof in any respect or the accruing of any claim nor shall it conclude, determine or affect in any way the powers of the engineer under these conditions or any of them as to the final settlement and adjustment of accounts or otherwise, or in any other way or affect the contract.

6.3.2 ROUNDING OFF AMOUNTS:

In calculating the amount of each item due to the contract in every certificate prepared for payment sums of less than 50 Paise shall be omitted and the total amount on each certificate shall be rounded off to the nearest rupee, i.e. sums of less than 50 paise shall be omitted and sums of 50 paise and more up to one rupees shall be reckoned as one rupee.

6.3.3 'ON ACCOUNT' PAYMENT NOT PREJUDICIAL TO FINAL SETTLEMENT:

'On Account' payments made to the consultant shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the measurement book as 'Final Measurement' and as such have been signed by the consultant) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of work having been executed nor of the manner of its execution being satisfactory.

6.3.4 MANNER OF PAYMENT:

Payments due to the consultant shall be made by a crossed 'A/c Payee' Cheque, forwarding the same to the registered or notified office of the consultant, alternately he may collect it personally. However, in case the consultant does not have a bank account, provided he has notified the company then ordinary crossed Cheque may be issued. In no case will the company be responsible if the Cheque is mislaid or misappropriated by unauthorised person or persons. Or Payments shall be made through RTGS/NEFT.

The consultant shall always give a stamped receipt duly signed in token of payment of any sums by the company.

6.4 MAINTENANCE WORKS: [Defects liability period]

The Consultant shall at all time during the progress and continuous of the works and for the period of Maintenance [Defects Liability period] which will **be 12 months** after the date of the passing of "Certificate of completion" by the Engineer or any other earlier date subsequent to the completion of the works that may be fixed by the Engineer be responsible for and effectually maintain and uphold the sound and perfect conditions all and every part of the works and shall make good from time to time and at all times as often as the engineer shall require any damage or defect that may during the above period arise in or be discovered or be in any way connected with the works, provided that such damage or defects not directly caused by errors in the contracts documents, and the consultant shall be liable for and shall pay and make good to the company or other persons legally entitle thereto whenever required by the engineer to do so, all losses damages costs and expenses they or any of them may occur or be put of the preparations of the consultant or his failure in any respect.

In case the consultant fails to carry out these rectifications, the same may without prejudice to any other right or remedy available be got rectified by ITI at the cost and expenses of the consultant.

6.5 CERTIFICATE OF COMPLETION OF WORK:

6.5.1 As soon as in the opinion of the engineer the work shall have been substantially completed shall have satisfactorily passed any final test that may be prescribed, the engineer shall issue a certificate of completion in respect of the works and the period of Maintenance shall commence from the date of such certificate, provided that the engineer may issue such a certificate with respect to any part of the works before the completion of the whole of the works or with respect to any substantial part of the work which has been both completed to the satisfaction of the engineer and occupier or used by the company and when any such certificate is given in respect of a part of the work, such part shall be considered as completed and the period of maintenance of such part shall commence from the date of such certificate.

6.5.2 CONSULTANT NOT ABSOLVED BY COMPLETION CERTIFICATE:

The Certificate of completion in respect of the work referred in **clause 6.5.1** shall not absolve the consultant from his liabilities to make good any defects , imperfections, shrinkage or faults which may appear during the "Maintenance period" specified in the contract arising in the opinion of the Engineer from materials or workmanship not in accordance with the drawings or specifications for instructions of the Engineer, which defects, imperfections, shrinkages or faults shall upon the directions in writing of the Engineer be amended and made good by the consultant at his own cost and in case of default on the part of consultant, the engineer may employ labour and materials, or appoint another consultant to amend and make good such defects imperfections, shrinkages or faults and all expenses consequent thereon and incidental thereto shall be borne by the consultant and shall be recoverable from any money due to him under the contract.

6.6 APPROVAL ONLY BY MAINTENCE CERTIFICATE:

No due certificate other than "Maintenance Certificate" referred to in **clause 6.7** of these condition shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract,

or any part thereof or of the accuracy of any claim or demand made by the consultant or of additional or varied work having been ordered by the engineer not shall any other certificate conclude or prejudice any of the power of the engineer.

6.7 MAINTENCE CERTIFICATE:

6.7.1 The contract shall not be considered as complete until a Maintenance certificate shall have been signed by the engineer stating that the works have been completed and maintained to his satisfaction. The maintenance certificate shall be given by the engineer upon the expiration of the period of maintenance or as soon thereafter as any works ordered during such period pursuant to clause **6.5.2** of these conditions shall have been completed to the satisfaction of the engineer and full effect shall be given to this clause notwithstanding the taking possession of our using the works or any part thereof by the Company.

6.7.2 CESSATION OF COMPANY'S LIABILITY:

The company shall not be liable to the consultant for any matters arising out of or in connection with the contract or the execution of the works unless the consultant shall have made a claim in writing in respect thereof before the issue of the Maintenance certificate under this clause.

6.7.3 UNFULFILLED OBLIGATIONS:

Notwithstanding the issue of the Maintenance Certificate the consultant or/and (subject to clause 6.7.2) the company shall remain liable for the fulfillment of any obligations incurred under the provisions of the consultant prior to the issue of the Maintenance certificate which remains unperformed at the time such certificate is issued and for the purpose of determining the nature and extent of any such obligation the contract shall be deemed to remain in force between the parties hereto.

6.8 PAYMENT:

6.8.1 FINAL PAYMENT:

On the Engineer's certificate of completion in respect of the works, an adjustment shall be made and the balance of amount based on the Engineer's representative certified measurement of the total quantity of work executed by the consultant up to the date of completion and on the accepted schedule of rates and for extra works on rates determined under **clause 3.21** of these conditions shall be paid to the consultant subject always to any deductions which may be made under these payments and further subject to the consultant having delivered to the engineer either a full account in detail of all claims he may have on the company in respect of the works having delivered a 'No Claim' certificate and to the Engineer having after the receipt of such account given a certificate in writing that such claims are correct, that the whole of the works to be done under the provisions of the contract have been completed, that they have been inspected by him since their completion and found to be in good substantial order, that all properties works and things removed, disturbed or injured in consequence of the works, have been properly replaced and made good and all expenses and demands incurred by or made upon the company for or in the respect of damage or loss by, from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.

FINAL BILL:

The final bill shall be submitted by the Consultant within one month of the date of certificate of completion furnished by the Engineer and payment shall be made within three months if the amount of contract plus that of the additional items is up to Rs. 2 lakhs and in six months if the same exceeds Rs. 2 lakhs of the submission of such bills. If there shall be any undisputed about any item or items of the work, then the undisputed items or items only shall be paid within the said period of three months or six months as the case may be.

6.8.2 REFUND OF SECURITY DEPOSIT:

Security deposit shall be refunded to the consultant on the Engineer-in-Charge certifying in writing that the work has been completed as per Conditions **6.5.1**-hereto etc. On expiry of the defects liability period [referred to in condition **6.4** hereto] or on payment of the amount of the final bill payable in accordance with condition **6.8.1.1** whichever is later, the Engineer-in-charge shall on demand from the consultant refund to him the remaining portion of the security deposit provided the Engineer – in –charge is satisfied that there is no demand outstanding against the consultant.

6.9 COMPANY'S LIEN ON ALL MONEYS DUE AND POST PAYMENT CHECK:

The company shall have a lien on and all or any moneys that may become due and payable to the consultant under these presents and/or also on and over the deposit or security amount or amounts made under the contract and which may become repayable to the consultant under the conditions in that behalf herein contained for ,or, in respect of any debt sum that may become due and payable to the company by the consultant either alone or jointly with another or others and either under this and under any other contract or transactions of any nature whatsoever between the company and the consultant.

The company reserves the right to carry out a post payment audit and/ or Technical examination of the works and the final bills including all supporting vouchers, abstracts etc., and to enforce recovery if as a result of such examination, any over-payment is discovered in respect of any work done by the consultant or alleged to have been done by him under the contract and such recovery will be made by the company from the consultant by any or all of the methods presented above. If on the other hand any under payment is discovered the amount shall be duly paid to the consultant by the company. Further the company reserves the right to make such recoveries and adjustment notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before any arbitrator appointed under the arbitration clause of the contract and notwithstanding the fact that the amount of the final bill figures in the Arbitrators award. And further unless the consultant pays and clear the claims of the company immediately on demand, the said debit or sum by the consultant from the moneys, securities or deposit which may have become or will become payable to the consultant or under these presents or under any other contract or transactions whatsoever between the consultant and the company.

6.10 SIGNATURE ON RECEIPTS FOR AMOUNTS:

Every receipts for moneys which may become payable or for any security which may become transferable to the consultant, under these presents, shall notwithstanding anything to the contrary contained in the partnership deed, if signed in the partners in name by any one of the partners of a consultants firm be a good and sufficient discharge to the company in respect of the money or security purported to be acknowledged, thereby and in the event of death of any of the consultant partners during the tendency of contract, it is hereby expressly agreed that every receipt by any one of the surviving consultant partners shall if so signed as aforesaid to be a good and sufficient discharge as aforesaid provided that nothing in this clause contained shall be deemed to prejudice shall be deemed to prejudices or affect any claim which the company may hereafter have against the legal representatives of the consultants partner so dying or in respect of any breach of any of the conditions of the contract, provided also that nothing in this clause contained shall be deemed to prejudice or affect the respective rights or obligations of the consultant partners and of the representatives of any deceased partner.

7.0 LABOUR:

LABOUR LAWS:

The consultant shall obtain a valid license under the contract labour [Regulation &Abolition] act 1971 and the contract labour Act [Regulation &Abolition] Central rules 1971 and amended from time to time, and continue to have a valid license until the completion of the work including defects liability period. The consultant shall also adhere by the provisions of child labour [prohibition and regulation] Act 1986 and as amended from time to time.

The consultant shall also comply with the provisions of the building and other construction works [Regulation of Employment & conditions of Service] Act, 1996 and the building and other construction worker's welfare cess Act 1996.

Any failure to fulfil the above requirement shall attract the penal provisions of this contract arising out the resultant for non-execution of the work before the commencement of work. No labour below the age of 18 years **shall be employed on the work.**

7.1 WAGES TO LABOUR:

The consultant shall comply with the provisions of the minimum wages act, (herein after referred to as the "said act") and the rules made thereunder in respect of any employees employed by him on road constructions or in building operations or in stone breaking or stone crushing or any other work being executed for the company by the consultant for the purpose of carrying out this contract.

If, in compliance with terms of the contract, the consultant supplies any labour to be used wholly or partly under the direct orders and control of the company whether in connection with any work being executed by the consultant or otherwise for the purpose of the company such labour shall for the purpose of this clause, still be deemed to be persons employed by the consultant.

If any moneys shall, as a result of any claim or applications made under the said act be directed to be paid by the company, such moneys shall be payable to the company by the consultant. On failure by the consultant to repay the company aforesaid amount within seven days after a notice writing by the Engineer, the company shall be entitled to recover the same from any moneys due to accruing under this or any contract with the company.

a) LABOUR SAFETY PROVISION:

The consultant shall be fully responsible to observe the labour safety provisions.

The consultant shall at his own cost take all precautions to ensure safety of life and property by providing necessary barriers, lights, watchmen etc., during the progress of work as directed by Engineer in charge.

In case of all labour directly or indirectly employed in work for the performance on the consultant's part of this contract, the consultant shall comply with all rules framed by Govt. *from time to time for the protection of health and sanitary arrangement for workers.*

7.2 INSURANCE:

The consultant shall, at his own expense, carry and maintain insurance to the satisfaction of the company as follows:

If and when the Employees State Insurance Act is made applicable to the site of works, the consultant agrees to and does hereby accept the full and exclusive liability for the compliance with all obligations imposed by the Employees State Insurance Act as modified from time to time and the consultant further agrees to ensure the compliance of all sub-consultants with the applications of the said Act. The consultant further agrees to defend, indemnify and hold harmless the company from any liability or penalty which may be passed by any State or Local Authority by reason of any asserted violations by the consultant or sub-consultants of the Employees State Insurance Act and also from all claims, suits or proceedings that may be brought against the company arising under, occurring out of/or be Central or State Government authorities, or any political sub divisions thereof. The company shall retain such sums as may be necessary from the total contract value until the consultant shall furnish satisfactory proof that all payments as required by the Employees State Insurance Act have been paid.

7.3 PROVISION OF PAYMENT OF WAGES ACT:

The consultant shall comply with the provisions of the payment of wages Act and the rules made the reunder in respect of all employees employed by him on the works. If in compliance with the terms of the contract the consultant supplies any labour to be used whole or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of company such labour shall nevertheless be deemed to comprise persons employed by the consultant and any moneys which may be ordered to be paid by the company shall be payable to the company by the consultant. On failure of the consultant to repay such moneys to the company within 7 days after a notice in writing by the Engineer, the company shall be entitled to deduct from any money due to the consultant (whether under this contract or any other contract). The decision of the Engineer upon any question arising out of the effect or force of this clause shall be final and binding upon the consultant.

7.4 REPORTING OF ACCIDENTS TO LABOUR:

The consultant shall be responsible for the safety of all employees employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or them Engineer's representative and shall make every arrangement to render all possible assistance.

7.5 WORKMEN'S COMPENSATION:

7.5.1 PROVISION OF WORKMEN'S COMPENSATION ACT:

- i) Insurance shall be effected for all the consultant's Employees engaged in the performance of this contract. If any of the work is sublet, the consultant shall require the sub-consultant to provide workmen's compensation and Employee Liability Insurance for the latter's employees unless such employees are covered under the consultant's insurance, or by reason of the work provided for by this contract whether brought by employees of the consultant by third parties.
- ii) In every case in which by virtue of the provisions of the workmen's compensation Act, company is obliged to pay compensation to a workman employed by the consultant in executing work the company will recover from the consultant the amount or the compensation so paid, and without prejudice to the right of company under the said Act, company shall be at liberty to deduct it from the security deposit or from any sums payable to the consultant, whether under this contract or otherwise company shall not be bound to contest any claim made against it under the said act except on the written request of the consultant and upon his giving to company full security for all costs for which company might become liable in consequence of contesting such claim.

7.5.2 PROVISIONS OF MINES ACT:

The consultant shall observe and perform all the provisions of the mines Act or any statutory modifications or re-enactment thereof for the time being in force and any rules and regulations made the reunder in respect of all the persons employed by him under this contract and shall indemnify the company from and against any claims under the mines act or the rules and regulations framed the reunder by or on behalf of any persons employed by him or otherwise.

7.6 COMPANY NOT TO PROVIDE QUARTERS FOR CONSULTANT:

No quarters shall normally be provided by the company for the accommodation of the consultant or any of his staff employed on the works. In exceptional cases where accommodation is provided to the consultant at the company's discretion, recoveries shall be made at such rates as may fixed by the company for the full rent of the buildings and equipment therein as well as charges for electric current, water supply and conservancy etc.

7.7 LABOUR SAFTY:

7.7.1 LABOUR CAMP:

The consultant shall at his own expense make adequate arrangements for the housing, supply of drinking water and provision of latrines and urinals for his staff and workmen, and for temporary crèche (Balmandir) where 50 or more women are employed at a time. Suitable sites at company's land, if available may be allotted to the consultant for the erection of labour camps, either free of charge or on such terms and conditions that may be prescribed by the company. All camp-sites shall be maintained in clean and sanitary conditions by the consultant at his cost. The consultant shall have no authority to establish or to issue a concessions or permits of any kind to the third parties establishing commercial amusement or other for establishment upon land owned or controlled by the Company.

7.7.2 COMPLIANCE TO RULES FOR EMPLOYMENT OF LABOUR:

The consultant shall conform to all laws, bye laws, rules and regulations for the time being in force pertaining to the employment of local or imported labour and shall take all necessary precaution to ensure and preserve the health and safety of all staff employed on the works.

7.7.3 PRESERVATION OF PEACE:

The consultant shall take requisite precautions and use his best endeavors to prevent any riotous or unlawful behavior by or amongst his workmen and others employed on the works and for the preservation of peace and protection of the inhabitants and security of the property in the neighborhood of the work. In the event of the Company requiring the maintenance of a special police force at or in the vicinity of the site during the tenure of work, the expenses thereof shall be borne by the consultant and if paid by the company shall be recoverable from the consultant.

7.7.4 SANITARY ARRANGEMENTS:

The consultant shall obey all sanitary rules and carry out all sanitary measures that may from time to time prescribed by the company and permit inspection of all sanitary arrangements at all times by the Engineer, the Engineer's representatives or the medical staff of the Company, should the consultant fail to make adequate sanitary arrangements these will be provided by the company and the cost thereof recovered from the Consultant.

7.7.5 OUTBREAK OF INFECTIOUS DISEASE:

The consultant shall remove from his camp such labour and their families who are infected as refugee. Protective inoculation and vaccination shall be arranged by the consultant at his own cost when called upon to do so by the Engineer or Engineer's Representative. Should Cholera, Plague or any other infectious disease break out the consultant shall burn the huts, beddings, clothes and other belongings of or used by the infected parties and promptly erect new huts on healthy sites as required by the Engineer, failing which within the time specified in the Engineer's requisition, the work may be done by the company and the cost thereof recovered from the Consultant.

7.7.6 TREATMENT OF CONSULTANT'S STAFF IN COMPANY'S HOSPITALS:

The consultant and his staff, other than labourers and their families requiring medical aid from company's hospitals and dispensaries (if so situated and existing) will be treated as

Private Patients and charge accordingly. The consultant's labourers and their families may also be granted medical treatment in the company hospital and dispensaries where no other hospitals or dispensaries are available, provided the consultant pays the cost of medicines, dressings and diet according to the normal scale, as also additional charges if any for special examination e.g. X-rays etc.

7.7.7 MEDICAL FACILITIES AT SITE:

The consultant shall provide medical facilities at the site as may be prescribed by the Engineer on the advice of the prescribed Medical Authority of the company or any other authority in relation to the strength of the consultant's resident staff and workmen.

7.7.8 USE OF INTOXICANTS:

The sale of ardent spirits or other intoxicating beverages upon the work in any of the buildings encampments or tenements owned, occupied by or within the control of the consultant or any of his employee is forbidden and the consultant shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.

7.7.9 NON – EMPLOYMENT OF LABOURERS BELOW THE AGE OF 14:

The consultant shall not employ children below the age of 14 as labourers for the execution of work.

7.7.10 RETURN OF LABOUR ETC:

The consultant shall if required by the Engineer deliver to the Engineer's Representative or at his office a return in detail in such form and such intervals as the Engineer may prescribe, showing the number of the several classes of Labour from time to time employed by the consultant at the site.

8 DETERMINATION of CONTRACT:

8.1 RIGHT OF COMPANY TO DETERMINE THE CONTRACT:

The company shall be entitled to determine and terminate the contract at any time should in the company's opinion, the cessation of work become necessary owing to paucity of funds or from any other cause whatsoever, in which case the value of approved materials at site and of work done to date by the consultant will be paid for in full at the rates specified in the contract. Notice in writing from the company of such determination and the reasons therefor shall be conclusive evidence thereof and binding upon the consultant.

8.2 PAYMENT ON DETERMINATION CONTRACT BY COMPANY:

Should the contract be determined under clause 8.1 and the consultant claims payment for expenditure incurred by him in the expectation of completing the whole works, the company shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Engineer. The consultant shall, however, have no claim to any payment whatsoever on account of profit and advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the

determination of the contract. The company's decision on the necessity and propriety of such expenditure shall be final and conclusive.

8.3 DETERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACT:

If the consultant should –

8.3.1.1 Become bankrupt or insolvent

Or

8.3.1.2 Make an arrangement, with or assignment in favour of his creditors, or agree to carry out the contract under a committee of Inspection of his creditors.

Or

8.3.1.3 Being a company or corporation, go into liquidation (Other than a voluntary liquidation for the purpose of amalgamation or reconstruction).

Or

8.3.1.4 Have an execution levied on his goods or property on the works.

Or

8.3.1.5 Assign the contract or any part thereof otherwise than as [provided in condition 2.6 of these conditions.

Or

8.3.1.6 Abandon the contract

Or

8.3.1.7 Persistently disregard the instructions of the Engineer, or contravene any provisions of the contract.

Or

8.3.1.8 Fail to adhere to the program of work by a margin of 10% of the stipulated period.

Or

8.3.1.9 Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer's notice to the effect that the said materials or work have been condemned or rejected under condition **3.9** of these conditions.

Or

8.3.1.10 Fail to take steps to employ competent or additional staff and Labour as required under **condition 3.8** of these conditions

Or

8.3.1.11 Fail to afford Engineer or Engineer's Representative proper facilities for inspecting the works or any part thereof as required under **conditions 3.10** of these conditions.

Or

8.3.1.12 Promise offer or give any bribe, Commission, Gift or advantage either himself or through his partner, agent or servant to any officer or employee of the company, or to any person on his or in their behalf in relation to the execution of this or any other contract with company.

Then and in any of the aforesaid cases, the Engineer on behalf of the company may serve the consultant with a notice in writing to that effect and if the consultant does not within 7

days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid to the entire satisfaction of the Engineer, the company shall be entitled after giving 42-hour notice in writing under the hand of the accepting authority to rescind the contract as a whole or in a part or parts(as may be specified in such notice) and adopt either or both of the following courses.

- a) To carryout whole or part of the work from which the consultant has been removed by the employment of the required labour and materials, the costs of which shall include lead, lift, freight, supervision and all such incidental charges.
- b) To Measure up the whole or part of the work from which the consultant has been removed and to get it completed by another consultant.

The manner and method in which such work is completed shall be in the entire discretion of the accepting authority whose decision shall be final and in both cases (a) and (b) mentioned above and company shall be entitled to:

- i. To forfeit the whole or such portion of the security deposit as it may consider fit.

AND

- ii. To recover from the consultant the cost of carrying out the work in excess of the sum which would have been payable according to the certificates of the Engineer to the consultants, if the works had been carried out by the consultant under the terms of the contract, such certificate being final and binding upon the consultant, provided however, such recovery shall be made only when the cost incurred in excess is more than the security deposit proposed to be forfeited and shall be limited to the amount by which the cost incurred in excess is more than the security deposit proposed to be forfeited and shall be limited to the amount by which the cost incurred in excess, exceeds the security deposits proposed to be forfeited. The amount thus to be forfeited or recovered may be deducted from any moneys then due or which at any time thereafter may become due to the consultant by the Company under this or any other consultant or otherwise.

Provided always that in any case, in which any of the powers conferred upon the company by sub-clause as above shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions thereof, such powers shall notwithstanding to exercisable in the event of any future case of default by the consultant for which his liability for past and future shall remain unaffected.

8.3.2 RIGHT OF COMPANY AFTER RESCISSION OF CONTRACT OWING TO DEFAULT OF CONSULTANT.

In the event of any of several of the courses, referred to in conditions **8.3** of this clause, being adopted:

- 8.3.2.1 The Consultant shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advance on account or with a view to the execution of the works of the

performance of the contract and Consultant shall not be entitled to recover or be paid any sum for any work thereto or actually performed under the contract unless until the Engineer shall have certified the performance of such work and the value payable in respect where of any the Consultant shall only be entitled to be paid the value so certified.

8.3.2.2 The Engineer or the Engineer's representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or brought to have been executed, and to retain and employ the same in the further execution of the works or and part thereof until the completion of the works without the Consultant being entitled to any compensation for the use and employment there of or for wear and tear or destruction thereof.

8.3.2.3 The Engineer, shall as soon as may be practicable after removal of the Consultant fix and determine ex-party or by or after reference to the parties or after such investigation or inquiries as he may consider fit to make or institute and shall consider fit to make or had at the time or rescission of the contract been reasonably earned by or would reasonably accrue to the Consultant in respect of the work then actually done by him under the contract and what was the value of any unused, or partially used materials, any construction plant and temporary works upon the site.

8.3.2.4 The Company shall not be liable to pay to the Consultant any money on account of the contract until the expiration of the period of maintenance and thereafter until the cost of completion and maintenance damages (if any), and all other expenses incurred by the Company have been ascertained and the amount thereof certified by the Engineer. The Consultant shall then be entitled to receive only such sum or sums (if any) as the Engineer may certify would have been due to him upon due completion by him after deducting the said amount, but if such amount exceeds the sum which would have been payable to the Consultant, shall upon demand, pay to the Company the amount of such excess and it shall be deemed a debit by the Consultant to the Company and shall be recoverable accordingly.

8.3.3 TERMINATION OF CONTRACT FOR DEATH:

If the consultant is an individual or a proprietary concern and the individual or the proprietor dies and if the consultant is a partnership concern and one of the partner dies then unless the company is satisfied that the legal representative of the individual consultant or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the contract, the company shall be entitled to cancel the contract as to its incomplete part without the company being in any way liable to payment of any compensation to the estate of the deceased consultant and/or to the surviving partners of the consultants firm on account of the cancellation of the contract. The decision of the company that the legal representative of the deceased consultant or the surviving partners of the consultant's firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation the company shall not hold the estate of the deceased consultant and/or the surviving partners of the consultant's firm liable for damages for not completing the contract.

8.4 EMPLOYMENT OF APPRENTICES:

The Consultant shall comply with provision of the "Apprentice Act 1961" and rules and orders issued there under from time to time. If he fails to do so, this failure will be construed

as breach of contract and the company may at its discretion, cancel the contract without prejudice to the rights of the company. The consultant shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

9 FORCE MAJEURE:

Any delay in or failure to perform of either party shall not constitute default so as to give rise to any claim for damages, to the extent such delay or failure to perform is caused by an act of God or by fire, explosion, flood or other natural catastrophe, governmental legislation, orders or regulation etc . Failure of the client/owner to hand over the entire site and / or release funds for the project to ITI shall also constitute for majeure. The time for performance of the obligation by the parties shall be deemed to be extended for a period equal to the duration of the force majeure event. Both parties shall make their best efforts to minimize the delay caused by the force majeure event. If the failure/delay of the client/owner in handing over the entire site and /or in releasing the funds continues even on the expiry of the stipulated date of completion ITI may at the request of the consultant, foreclose the contract without any liability to either party. In the event of such foreclosure the consultant shall not be entitled to any compensation whatsoever, If prior to such foreclosure the consultant has brought any materials to the site, the Engineer in charge shall always have the option of taking over all such materials at their purchase price or at the local current rates, whichever is lower.

10 SETTLEMENT OF DISPUTES:

10.1 MATTERS FINALLY DETERMINED BY THE COMPANY

All disputes or difference of any kind whatever arising out of or in connection with the contract, whether during the progress of the works or after completion and whether before or after the determination of the contract, shall be referred by the Consultant to the Company and the Company shall within a reasonable time after their representation make and notify decision thereon in writing. The decisions, direction and certificates with respect to any conditions given and made by the Company or by the Engineer on behalf of the Company which matters are referred to herein after as accepted matters shall be final and binding upon the Consultant and shall not be set aside or be attempted to be set aside on account of any informality, omission, delay of error in proceeding in about the same or any other ground or for other reason and shall be without appeal.

10.2 DEMAND FOR ARBITRATION:

10.2.1 If the Consultant be dissatisfied with the decision of the Company, on any matters in question, dispute or difference on any account or as to the withholding by the Company of any certificates to which the Consultant may claim to be entitled to or if the Company fails to make a decisions within a reasonable time, when and in any such cases but except in any of the expected matters with in ten days of the receipt of communication or such decisions or after the expiry of reasonable time (which reasonable time will in no case exceed three months) as the case may be shall demand in writing that such matters in question, dispute or difference be referred to Arbitration. Such demand for Arbitration shall be delivered to the Company by the Consultant and shall specify the matters which are in question, dispute or difference and such disputes or difference of which the demand has been made and no other matter shall be referred to arbitration.

10.2.2 **OBLIGATION DURING PENDENCY OF ARBITRATION:**

Work during the contract shall unless otherwise directed by the Engineer, continue during proceedings and no payment due or payable by the Company shall be withheld on account of such proceedings provided, however, it shall be open for the arbitrator to decide whether such work should continue or not during arbitration proceedings.

10.2.3 **ARBITRATION:**

Except where otherwise provided for in the contract, all questions and dispute relating to the meaning of the specifications, designs, drawings, estimates, instructions and conditions herein mentioned and as to the quality of workmanship, or materials used on the work or as any way arising out of or relating to the contract, designs, drawings, specifications, estimates, Instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of work or after the completion or abandonment thereof shall be referred to the sole arbitration of the General Manager and if the General Manager is unable or unwilling to act, to the sole arbitration of some other person appointed by the General Manager willing to act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of the ITI LIMITED and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he has expressed views on all or any of the matters in disputes of difference. The Arbitrator to whom the matter is originally referred being transferred or vacating his office being unable to act for any reason, the accepting authority as aforesaid at the time of such transfer, vacation of office or inability to act shall appoint another person to act as Arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by General Manager, as aforesaid, should act as arbitrator and if for any reason, that is not possible, the matter is not to be referred to Arbitration at all. In all cases where the amount of the claim on dispute is Rs. 50,000/- (Rupees fifty thousand) and above, the arbitrator shall give reason for the award. The venue of the arbitration shall be Corporate Office of ITI Limited, Dooravaninagr, Bengaluru, 560016.

It is term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

It is also a term of the contract that if the Consultant(s) does/do not make any demand for Arbitration in respect of any claim(s) in writing within ninety days [90] of receiving the intimation from the Company, that the bill is ready for payment the claim of the consultants will be deemed to have been waived and absolutely be barred and the Company shall be discharged of all liabilities under the contract in respect of these claims.

The arbitrator(s) may from time to time with the consent of the parties enlarge the time for making and publishing the award.

Subject as aforesaid the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof & the rules made there under & for the time being in force shall apply to the arbitration proceedings under this clause.

Jurisdiction of Courts: For any legal matters arising out of this contract, the designated courts in Bangalore only shall have jurisdiction.

The decision of the Arbitrator shall be final and binding on the parties to this Contract.

Each party shall bear its own cost of preparing and presenting its case. The cost of Arbitration including the fees and expenses of the Arbitrator shall be shared equally by the Consultant and the Company.

Accepting Authority

Dated

---- END OF SECTION –V -----

SECTION –VI**ANNEXURES**

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4	ANNEXURE - 4	Proforma of Bank guarantee in lieu of EMD	
5	ANNEXURE - 5	Declaration of Tenderer	
6	ANNEXURE - 6	Proforma of work completion certificate from clients,	
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15	ANNEXURE – 15	CHECK LIST	
16	ANNEXURE - 16	PRICE BID [BOQ]	

Proforma of Agreement

An AGREEMENT made this the between M/s and M/s ITI LIMITED, (hereinafter called the "COMPANY") of the second part.

Whereas the Consultants have by tender dated.....offered to execute and fully complete the intended works in connection with the construction offor the company as set forth in the tender as amended and the drawings, general conditions, special conditions, specifications, bill of quantities and schedule hereto annexed according to the terms, obligations, and conditions therein contained at and for an approximate total sum of RS (Rupees) and the company has accepted such itemized rate tender in terms of its letter noDated

Now, this AGREEMENT witnesseth as follows :

1. The CONSULTANTS covenant and agree with the COMPANY that the CONSULTANTS will within the time of..... months from the date stipulated in the work order and in the manner and pursuant and subject to all and singular the terms, obligations and conditions in the said tender as amended and the drawings, general conditions, special conditions, specifications, bill of quantities and schedule provided, contained and referred to execute and fully complete all and singular the works specified, described or referred to in and by the said tender as amended and the drawings, general conditions, special conditions, specifications, bill of quantities and schedule and will well truly observe, perform, fulfill, submit to and keep all the said terms, obligations, conditions, and matters in the said tender as amended and drawings general conditions, special conditions, specifications, bill of quantities and schedule contained and referred to and on the part of the CONSULTANTS to be observed, performed, fulfilled, submitted to or kept according to the true intent and meaning of the said tender as amended and the drawings general conditions, special conditions, specifications, bill of quantities and schedule. Any items not covered by the tendered rates will be worked out as per special conditions attached to the tender documents.

In case the work is not completed in the manner mentioned above to the complete satisfaction of the COMPANY in every respect within the aforesaid time limit of months from the date stipulated in the work order, the CONSULTANTS agree to pay a penalty of..... % of the value of the work order for each week of delay beyond the date stipulated for the completion, subject, however to a maximum of..... % of the work order. It is agreed that time is the essence of the contract.

2. In consideration of the premises the COMPANY covenants with the CONSULTANTS that it will pay to the CONSULTANTS at the several times and in the sums, proportions and manner in the said general conditions, special conditions in that behalf provided the amount accruing from time to time, but subject to conditions therein contained.
3. This agreement further witnesseth that the CONSULTANTS hereby covenant with the COMPANY that in the event of the non-fulfillment in any respect by the CONSULTANTS of the said covenants, terms, agreements, obligations will pay to the COMPANY all loss, damages,

costs, charges and expenses as the COMPANY may be directly or indirectly put to in consequence of such non-fulfillment by the CONSULTANTS.

4. If the CONSULTANTS fail to perform the contract or carry out the contract to the satisfaction of the COMPANY within the period fixed for the purpose or at any time repudiates the contract before the expiry of such period, the Additional General Manager (Civil) or any officer of the COMPANY so authorized may, without prejudice to the right of the COMPANY to recover from the CONSULTANTS damages for the breach of the contract, terminate the contract as a whole or terminate a part of the contract at the risk and cost of the CONSULTANTS without prior notice and get the balance work executed through some other agencies and held the CONSULTANTS liable for all the loses and expenses incurred by the COMPANY. The decision of the Additional General Manager (Civil) is final concerning the satisfactory performance of the contract and is binding on both the parties.
5. In the event of any disputes arising in connection with this contract, it is further agreed that such disputes shall be referred to the sole arbitrator as per the arbitration clause in the general terms and conditions of the contract.
6. The following documents are deemed to form part and parcel of the agreement viz., the tender dated and letter nodated..... the general terms and conditions, special conditions, the specifications, the priced bill of quantities, the schedule of rates and prices, and the drawings mentioned in the specifications, acceptance letter no..... dated..... all of which for identification have been signed by the on the behalf of the COMPANY, and on behalf of acceptance and all letters referred therein will also form a part of this agreement.
7. This agreement further witnesseth that the CONSULTANTS are responsible for any accident or other compensation payable to the workman employed by the working under the control of CONSULTANTS feat the COMPANY has no sort of liability in the matter, and that if any payment would have to be made by the COMPANY, the same shall be reimbursed by the CONSULTANTS.

In witness whereof, the said parties hereto have hereunto set their hands.

For ITI LIMITED,

For **PROPRIETOR**.....

Witnesses:

Witness

1.

1.

2.

2.

Place:

Date:

IT I LTD.
(A Government of India Enterprise)
Network Systems Unit, Dooravaninagar
BENGALURU – 560 016.

NON-DISCLOSURE AGREEMENT

This Agreement is made on _____ day of _____ 2024 between ITI LIMITED, NETWORK SYSTEMS UNIT a Government of India Enterprise, having its registered and corporate office at ITI BHAVAN, DOORAVANINAGAR, BENGALURU – 560 016. hereinafter called ITI LIMITED which expression shall unless repugnant to the subject or the context mean and included its successor, nominees _____ or _____ assigns _____ and M/s _____ a company incorporated under the Indian Companies act, 1956, and having its registered office at _____ herein after called “Bidder” which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

Whereas a Tender was floated by ITI LIMITED for **FOR SELECTION OF DESIGN CONSULTANT [FOR STRUCTURAL VALIDATION OF M/W. TOWERS-STEEL] etc.,** and M/s _____ is one of the Bidders. The Bidder will be issued a tender document, which contains highly classified and confidential information. The information is to be protected from unauthorized use and disclosure:

In consideration of this, the Bidder agrees as follows:

1. This Agreement will apply to any information attached hereto about project disclosed by ITI LIMITED to the Bidder in writing or otherwise, information consists of tender document, specifications, designs, plans drawing, software, prototypes and/or technical information, and all copies and derivatives containing such Information, that may be disclosed to Bidder for and during the purpose. 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 by ITI LIMITED to the Bidder.
2. The Bidder shall use the information about this project only for the purpose and shall hold information in confidence using the same degree of care as it normally exercises to protect its 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 need to know, but only to the extent necessary to carry out the business purposes of this project as defined in. The Bidder shall cause its employees to comply with the provisions of this Agreement applicable to his and shall not reproduce information without prior permission of ITI LIMITED. The permission to reproduce shall only be given if considered necessary and to the extent essential for fulfilling the purpose. The Bidder may, however, disclose the information to its consultants and consultants with a need to know; provided that by doing so, the Bidder agrees to bind those consultants and consultants to terms at least as restrictive as those stated herein, advise them of their obligations and indemnify ITI LIMITED for any breach of those obligations.
3. The Bidder shall not disclose any information pertaining to this project to any third party.

4. Upon the request of ITI LIMITED, he shall return all information to ITI LIMITED immediately, provided, however, that an archival copy of the information may be retained in the files of the Bidder's counsel, solely to provide the contents of the information.
5. In case the Bidder is not selected for awarding the work of this project, he shall return to ITI LIMITED all the original documents that have been made over by ITI LIMITED to him about this project Within 15 days of the outcome of the tender and/or shall destroy all hard/soft copies) of the information about this project. Intimation in this regard is to be given by Bidder to ITI LIMITED.
6. The Bidder recognizes and agrees that all the information about this project is highly confidential and is owned solely by ITI LIMITED, Govt of India 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, the Bidder agrees that ITI LIMITED will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any other rights and remedies available at law or in equity for such a breach.
7. The Bidder's failure to enforce any provision, right, or remedy under this agreement shall not constitute waiver of such provision, right, or remedy.
8. This Agreement will be construed in, interpreted and applied in accordance with the laws of India.
9. This Agreement and [Appendix A](#) attached hereto constitutes the entire agreement with respect to the Bidder's obligations in connection with information disclosed hereunder.
10. The Bidder shall not assign this Agreement without first securing ITI LIMITED's written consent.
11. This agreement will remain in effect for ten years from the date of the last disclosure of confidential information, at which time it will terminate, unless extended by ITI LIMITED in writing.

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

ITI LIMITED

ITI LIMITED

M/s.....

M/s.....

Signature.....

Signature.....

Printed Name.....

Printed Name.....

Title.....

Title.....

Signed

Signed

Business Purpose: SELECTION OF DESIGN CONSULTANT [VALIDATION OF EXISTING M/W TOWERS[STEEL] FOR CIVIL WORKS

Confidential Information of ITI Limited.

- 1.1 Tender document for design consultant [for structural validation of m/w. Towers-steel]
- 1.2 The technical specifications / Bill of quantities.
- 1.3 Detailed drawings.
- 1.4 Details of Locations
- 1.5 All Information's shared in oral or in written by ITI Limited with M/s -----

For ITI Limited

For M/s -----

Signatures. -----

Signature-----

Name -----

Name-----

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 Consultant(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, underlaid down organizational procedures, contract for of ITI Limited (name of the Stores/equipment/items). The Principal, values full compliance with all relevant laws of the land, regulations, economic use of resources, and fairness/ transparency in its relations with its Bidder(s)/ Consultant(s).

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 in 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 about 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 offense under IPC/PC Act if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and also, can initiate disciplinary action as per its internal laid down Rules/ Regulations.

SECTION 2 – COMMITMENTS OF THE BIDDER/CONSULTANT

- a. The Bidder(s)/Consultant(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 the execution of the contract.
 - a. The bidder(s)/consultant(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, 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)/consultant(s) will not enter with other bidders/consultants into an 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)/consultant(s) will not commit any offense under IPC/PC Act, further, the bidder(s)/consultant(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)/Consultant(s) of the foreign original shall disclose the name and address of the agents/representatives in India if any. Similarly, the Bidder(s)/Consultant(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Bidder(s)/Consultant(s) will, when presenting the bid, disclose any 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)/Consultant(s) will not bring any outside influence and Govt bodies directly or indirectly on the bidding process in furtherance of his bid.
- g. The Bidder(s)/Consultant(s) will not instigate third persons to commit offenses outlined above or to be an accessory to such offenses.

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

- 3.1** If the Bidder(s)/Consultant(s), during the 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)/ Consultant(s) from the tender process.
- 3.2** If the Bidder(s)/Consultant(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 transgressions, the position of the transgressor within the Company hierarchy of the Bidder(s)/Consultant(s) and the amount of the damage. The exclusion will be imposed for a period of a minimum of one year.
- 3.3** The Bidder(s)/Consultant(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 based on 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)/ Consultant(s) shall be final and binding on the Bidder(s)/ Consultant(s), however the Bidder(s)/ Consultant(s) can approach IEM(s) appointed for the purpose of this Pact.

- 3.6 On the occurrence of any sanctions/ disqualifications etc arising out from violation of integrity pact Bidder(s)/ Consultant(s) shall not be entitled to any compensation on this account.
- 3.7 subject to the satisfaction of the Principal, the exclusion of the Bidder(s)/ Consultant(s) could be revoked by the Principal if the Bidder(s)/ Consultant(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)/ Consultant(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)/ Consultant(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)/Consultant(s) from the tender process before 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 the termination of Contract due to Consultant default. In such a case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Consultant 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/CONSULTANTS

- 6.1 The Principal will enter into Integrity Pact on all identical terms with all bidders and consultants for identical cases.
- 6.2 The Bidder(s)/Consultant(s) undertakes to get this Pact signed by its sub-consultant(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)/Consultant(s) shall be

responsible for any violation(s) of the provisions laid down in the Integrity Pact Agreement by any of its sub-consultants/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)/ CONSULTANT(S)

- 7.1** If the Principal receives any information of conduct of a Bidder(s)/Consultant(s) or sub-consultant/sub-vendor/associates of the Bidder(s)/Consultant(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)/Consultant(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)/Consultant(s). The Bidder(s)/Consultant(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)/Consultant(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)/Consultant(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 a 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: -
Shri Javeed Ahmad, IPS(Retd.)
M-1101, Shalimar Gallant Apartment,
Vigyanpuri ,Mahanagar,Lucknow-226006

Any changes to the same as required/desired by statutory authorities is applicable.”

SECTION 9 – FACILITATION OF INVESTIGATION

- 1.1** In case of any allegation of violation of any provisions of this Pact or payment of a commission, the Principal or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder(s)/Consultant(s) and the Bidder(s)/Consultant(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.

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)/Consultant(s) is unsuccessful, the Pact will automatically become invalid after three months on the evidence of failure on the part of the Bidder(s)/Consultant(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, the 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 parties. Side agreements have not been made.
- 12.3** If the Bidder(s)/Consultant(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 agree with their original intentions.
- 12.3** Any disputes/ difference arising between the parties concerning the term of this Pact, any action was taken by the Principal under 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 under 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)/CONSULTANT(S)

.....
(Name & Designation)

.....
(Name & Designation)

Witness

Witness

1)

1).....

2)

2).....

ITI LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)

PROFORMA OF BANK GUARANTEE IN LIEU OF E M D

(Judicial Stamp paper of appropriate value as per Stamp Act - of the respective state)

ITI Limited, (Address as mentioned in Notice Inviting Tender)

In consideration of ITI Limited, having ITI Corporate Office, ITI Bhawan, -Bengaluru -560 016 (hereinafter called ITI" which expression shall unless repugnant to the subject or context include its successors and assigns) having issued Notice Inviting Tender No..... and M/shaving its Registered Head Office at..... (hereinafter called the "TENDERER") is to participate in the said tender for..... Whereas ITI, as a special case, has agreed to accept an irrevocable and unconditional Bid Bond Guarantee for an amount of Rs..... valid up to..... from the tenderer in place of Cash Deposit of Rs.....required to be made by the tenderer, as a condition precedent for participation in the said tender. We the.....(hereinafter called the "BANK") having its Registered, Office at..... and branch office at..... do hereby unconditionally and irrevocably undertake to pay to ITI on demand in writing and without demur/protest any amount but not exceeding Rs.....

Any such demand made by ITI shall be conclusive and binding on us irrespective of any dispute or differences that may be raised by the tenderer. Any change in the constitution of the tenderer or the Bank shall not discharge our liability under the guarantee.

We, the..... Bank, lastly undertake not to revoke this guarantee during its currency without the prior consent of ITI in writing and upon expiry of which, we shall be relieved of our liability under this guarantee thereafter.

FOR AND ON BEHALF OF BANK

PLACE :

DATED :

WITNESS.

1.

2.

DECLARATION OF TENDERERS

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 works.
- 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 ofby 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 the 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 contract document and to commence the work with 15 days after issue of the work 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 4 months** from the date of opening of the tender. **[120 days]**

Date:

Signature of tenderer
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:

Name of the Clients with Address, E-mail, and Phone No.s

PROFORMA FOR WORK EXPERIENCE CERTIFICATE FROM CLIENTS,

Name of the Consultant:

1	Name of work/project location	
2	Name and address of the client	
3	Agreement amount	
4	Cost of work on completion	
5	Date of start	
6	Stipulated date of completion	
7	The actual date of completion	
8	Type of work [Residential/Commercial]	
9	Plinth area of /Built-up area of construction	
10	Performance Report	
A	Quality of work	
B	Resourcefulness	
C	Financial soundness	
D	Technical proficiency	
E	General behavior	

Date, Name, & Designation,

Signature with Seal of the Issuing Authority

TURN OVER FOR LAST THREE YEARS.

Sl.no.	Financial year	Turnover	Average of three years
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.

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

Signature of the bidder with Seal

DETAILS OF THE WORK COMPLETED DURING THE LAST 5 YEARS

Sl. No.	Name of work	Scope of services	Value of Construction	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.
- c. Other relevant documentary evidence, if any.

Signature of the bidder with Seal

DETAILS OF ONGOING WORKS.

Sl.No.	Name of work	Scope of services	Value of Construction	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.

ITI LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)

PROFORMA OF BANK GUARANTEE (PERFORMANCE)

(judicial Stamp per Stamp Act - paper of appropriate value as a respective state)

ITI LIMITED,
 (Address as mentioned in Notice Inviting Tender)

"Whereas the ITI Limited (hereinafter called ITI" which expression shall include its successors and assigns) having awarded a work order/contract/supply order No. dated (hereinafter called the contract) to M/S. (hereinafter called the Consultant/ firm) at a total price of RS.....subject to the terms and conditions contained in the contract.

WHEREAS, the terms and conditions of the contract require the civil Consultant/firm to furnish a bank guarantee for RS(RUPEES.....)}
 Being.....5% of the total value of the contract for proper execution and due fulfilment of the terms and conditions contained in the contract.

We, the Bank, (hereinafter called the "Bank") do hereby unconditionally and irrevocably undertake to pay to ITI Ltd. immediately on demand in writing and 'without protest/or demur all sums of money payable by the Consultant/firms to ITI in connection with the execution/supply of and performance of the works/equipment, inclusive of any loss, damages, charges, expenses, and costs caused to or suffered by or which would be caused to or suffered by ITI Ltd. because of any breach by the Civil Consultant/firms., of any of the terms and conditions contained in the contract as specified in the notice of demand made by ITI Ltd. to the bank. Any such demand made by ITI on the bank shall be conclusive evidence of the amount due and payable by the Bank under this guarantee. However, the Bank's liability under this guarantee shall be limited to Rs in the aggregate and the Bank hereby agrees to the following terms and conditions: -

- i) This guarantee shall be a continuing guarantee and irrevocable for all claims of ITI Ltd as specified above and shall be valid during the period specified for the performance of the contract.
- ii) We, the said bank further agree with ITI Ltd. that ITI shall have the fullest liberty without our consent and without affecting in any manner our obligations and liabilities hereunder to vary any of the terms and conditions of the said contract or to extend the time for performance of contract Civil consultant/firm from time to time or to postpone for any time or from time to time any of the powers exercisable by ITI Ltd. against the Civil consultant/ firm under the contract and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability because of any such variations or extension being granted to the Civil Consultant.

Civil consultant/firm or for any forbearance, actor omission on the part of ITI Ltd. or any indulgence by ITI to the Civil consultant/firm or by any such matter or thing whatsoever, which under the law relating to the sureties would, but for this provision, have **the effect of so relieving us.**

- (iii) This guarantee/undertaking shall be in addition to any other guarantee or security whatsoever ITI may now or at any time have concerning the performance of the works/equipment and the company shall have a full re-course to or enforce this security in performance to any other security or guarantee which ITI may have or obtained and there shall be no forbearance on the part of the company in enforcing or requiring enforcement of any other security which shall have the effect of releasing the Bank from its full liability, It shall not be necessary for ITI Ltd. to proceed against the said Civil consultant/ firm before proceeding against the Bank.
- (iv) This guarantee/ undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the Civil consultant/ firm, but shall in all respects and for all purposes be binding and operative until payment of all sums of money payable to ITI in terms thereof are paid by the Bank.
- (v) The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the bank in terms hereof, shall not be otherwise effected or suspended by reasons of any dispute or disputes having been raised by the Civil consultant/firm (whether or not pending before any Arbitrator, Tribunal or Court) or any denial of liability by the civil consultant firm stopping or preventing or purporting to stop or prevent any payment by the Bank to ITI in terms hereof.

We, the said Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of ITI Ltd. in writing upon expiry of which, we shall be relieved from all liabilities under this guarantee thereafter.

Signed this day of at

For and on behalf of Bank

WITNESS.

- 1.
- 2.

ACCEPTANCE OF TENDER CONDITIONS

From: (To be submitted in ORIGINAL on the letterhead of the company by the authorized officer having power of attorney)

To,

Assistant Manager

ITI Limited ESG (ASCON), C/o. HQ 5 Sig Group, Opp. HQ Western Air Command, NH-8, Asmara Lines, Delhi Cantt. 110010.

Sub:

1. This has reference to the above-referred tender. I/We are pleased to submit our tender for the above work and I/We hereby unconditionally accept the tender conditions and tender documents in their entirety for the above work.
2. I/we are eligible to submit the bid for the subject tender and I/We have all the documents required.
3. I/We have viewed and read the terms and conditions of ITI Ltd. carefully.
 - a. Notice Inviting tender, General conditions of contract with price bid sheet.
 - b. Special conditions of contract
 - c. Instructions to bidder
 - d. Integrity Pact
 - e. Corrigendum, if any
 - f. Other documents, if any
4. I/We have submitted mandatory documents such as cost of bid documents, EMD of the requisite amount, and other documents as per Notice inviting Tender.

Yours faithfully

[Signature of the tenderer]

With rubber stamp

Dated.

AFFIDAVIT

(To be submitted by the bidder on non-judicial stamp paper of Rs. 100/- (Rupees Hundred only) duly attached by Notary Public) (To be submitted in Envelop-1)

Affidavit of Mr.S/o
..... R/o

..... I,

the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor/Authorized signatory of M/s Having its Head Office/Regd. Office at
2. That the information/documents/Experience certificates submitted by M/s along with the tender for(Name of work).....To ITI ltd. are genuine and true and nothing has been concealed.
3. I shall have no objection in case ITI Ltd. verifies them from issuing authorities. I shall also have no objection in providing the original copy of the document(s), in case ITI Ltd. demand so for verification.
4. I hereby confirm that in case, any document, information & / or certificate submitted by me is found to be incorrect/false/fabricated, ITI Ltd at its discretion may disqualify/reject/terminate the bid/contract and also forfeit the EMD / All dues.
5. I shall have no objection in case ITI Ltd verifies any or all Bank Guarantee(s) under any of the clause(s) of Contract including those issued towards EMD and Performance Guarantee from the Zonal Branch /office issuing Bank and I/We shall have no right or claim on my submitted EMD before ITI Ltd receives said verification.
6. That the Bank Guarantee issued against the EMD issued by (name and address of the Bank) is genuine and if found at any stage to be incorrect/false/fabricated, ITI. Ltd. shall reject my bid, cancel pre-qualification and debar me from participating in any future tender for three years
7. I hereby confirm that our firm/Company is not blacklisted /barred/banned from tendering by ITI or other government organizations. If this information is found incorrect, ITI Ltd at its discretion may disqualify /reject /terminate the bid contract and forfeit the EMD.
8. The person who has signed the tender documents is our authorised representative. The Company is responsible for all of his acts and omissions in the tender.

I,, the Proprietor / Authorised signatory of M/s.....do hereby confirm that the contents of the above affidavit are true to my knowledge and nothing has been concealed therefrom.....and that no part of it is false. Verified atthis.....day of

DEPONENT

ATTESTED BY (NOTARY PUBLIC)

Dispatch number of bank/Date:

SOLVENCY CERTIFICATE ON LETTERHEAD OF BANK

This is to state that the best of our knowledge and information that

M/s -----having /registered office address----- is a customer of the bank and has been maintaining his accounts with our branch since-----
----- . As per records available with the bank, M/s -----can be treated as solvent up to a limit of Rs-----[Rupees in words-----]

It is clarified that the above information is furnished and this certificate is being issued at the specific request of the customer.

Name Designation signature with seal

Note: The certificate shall have been issued within 6 months from the original last date of the submission of the tender.

CHECK LIST FOR THE SUBMISSION OF TENDER:

Whether the following documents are enclosed:

Sl.Nos.	Description	Yes	No	Page No.
1	Documents in support of submission of cost of tender document			
2	Documents in support of submission of EMD			
3	Copy of Power of Attorney of authorized signatory of the bid on stamp paper duly notarized			
4	EPF registration certificate			
5	GST registration certificate			
6	Average annual financial turnover for the last three years certified by the Chartered Accountant with registration number			
7	Bank Solvency certificate on or after ----- --			
8	Work completion certificate during the last five years			
9	Organization set up of the company [as per annexure]			
10	Details of ongoing works			
11	Signed Integrity Pact			
12	Any Litigation History			
13	All the pages of tender documents signed			
14	Signed non-disclosure agreement			
15	CHECKLIST			
16	Price Bid – Part II (Separate)			

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

----- END OF SECTION –VI -----

SECTION VIII

PRICE BID [SCHEDULE OF QUANTITIES]

Refer Excel Sheets Attached