



आईटीआई लिमिटेड
नेटवर्क सिस्टम्स युनिट
सामग्री प्रबंधन विभाग
एफ-100, पश्चिम विंग
दूरवाणीनगर, बेंगलूरु - 560 016, भारत
फोन : +91 (80) 2566 0508
ई-मेल : materials_nsu@itilttd.co.in
ISO 9001: 2015 प्रमाणित युनिट

ITI LIMITED

Network Systems Unit
Materials Management Dept.
F-100, West Wing,
Doorvaninagar, Bengaluru - 560 016, India
Tel : +91 (80) 2566 0508
E-mail : materials_nsu@itilttd.co.in
ISO 9001 : 2015 Certified Unit



ITI Web-Site/ Govt. Portal

ENQUIRY

NSU 2K32Y

DATE 28 11 2022

Dear Sir / Madam,

Please quote your best price and delivery for supply of the following item/s,

SL. NO.	Item Description as per Technical Specifications	QTY
1	TOWER 20 Meter - Fabrication, Transport, Supply & Erection of GBT including supply of materials and execution of foundation work	6 Nos
2	TOWER 30 Meter- Fabrication, Transport, Supply & Erection of GBT including supply of materials and execution of foundation work	2 Nos
3	TOWER 40 Meter- Fabrication, Transport, Supply & Erection of GBT including supply of materials and execution of foundation work	3 Nos
4	TOWER 60 Meter - Fabrication, Transport, Supply & Erection of GBT including supply of materials and execution of foundation work	1 No
Encls: Annexure I: General terms & conditions for submission of tender Proforma. Annexure II: Tender Document Annexure III: Price Bid Format		Annexure IV: Bid securing declaration form Annexure V: NSU Bank Mandate

Special Note: Please refer tender document vide Ref. No **ITI/NSU/USOF-BLR/2022/2251 dated 28/11/2022**

Tender Due Date	12/12/2022, 14:00 Hrs	Tender Opening Date	12/12/2022, 15:00 Hrs
Tender Opening Venue	Materials Management Dept., N.S. Unit, I.T.I. Ltd., Dooravaninagar, Bengaluru- 560 016		
Consignee	As per tender document (Page no 4 of 66)		
Delivery	Two weeks from date of PO		
Terms of Payment (TOP)	As per tender document (Page No. 13 of 66)		
Security Deposit	10% of contract value [3%performance guarantee valid through warranty period and 7% recovered from Running bills]		
Loading for TOP	Loading will be done @10.5% for those who do not comply to ITI terms of payment.		
Splitting of Order	As per Tender Document.	Warranty: Warranty will be valid for a period of 24 months from the date of completion	
Compliance	Point-wise compliance to each item/ Clause mentioned in Tender Document.		
Validity of the offer	180 days from the last date of submission of Bid	Tender Fee: 2360.00(Inclusive of GST)	
Earnest Money Deposit	Rs.50000/- in the form of BG/DD from Scheduled bank/Valid MSME certificate along with Bid Securing declaration		

All other terms and conditions as per Tender Document vide Tender refer No: **ITI/NSU/USOF-BLR/2022/2251 dated 28/11/2022**

Note: Offers should be submitted online as per tender documents.
For submission of online Bid & Procedure to be followed visit www.tenderwizard.com/ITI Limited.
All Vendors have to register in website & pay the tender processing fee if required: www.tenderwizard.com/ITI Limited for submitting online BID.

For ITI Ltd., N S Unit,

Signature 28/11/22

Dy. General Manager (MM)-NS

पंजीकृत एवं निगमित कार्यालय : आईटीआई भवन, दूरवाणीनगर, बेंगलूरु - 560016, भारत फोन : +91 (80) 2561 4466, फैक्स : +91 (80) 2561 7525

Registered & Corporate Office : ITI Bhavan, Doorvaninagar, Bengaluru - 560 016, India Phone : +91 (80) 2561 4466, Fax : +91 (80) 2561 7525

TIN : 29980058837 GSTIN : 29AAAC14625C2ZU CIN : L32202KA1950GOI000640 Vist our Website : www.itilttd.in

**GENERAL TERMS AND CONDITIONS FOR SUBMISSION OF TENDER (INLAND)**

ENCLOSURE TO ENQUIRY No. NSU2K32Y DATE: 28-11-2022

1. SUBMISSION OF TENDER:

- (i) This is only an enquiry to quote and not an order. This tender enquiry is not transferable.
- (ii) Tenders must be submitted as mentioned in the tender enquiry in a Sealed Envelope indicating our Enquiry No. & Due Date" on the face of the envelope and should be addressed to the undersigned.

Deputy General Manager (MM), M/s ITI Limited, N S Unit, Dooravaninagar, Bangalore -560 016.
Phone : 2566 0502, Fax : 2566 0508.

- Note** (a) Tenders should reach us before **14.00 Hrs.** of the Due Date
(b) Separate envelopes should be used for each enquiry.
(c) Offer should have commercial condition and technical details
(d) Earnest Money Deposit (EMD) if required has to be remitted in the form of Demand Draft in favour of ITI Ltd., Networks Systems Unit payable in any Scheduled Bank in Bangalore. No interest will be paid on EMD and will be returned to the unsuccessful tenderer after finalisation of the purchase order. EMD of successful bidder will be adjusted towards security deposit payable by him as laid down at Sl. No. 13

2. OPENING OF TENDERS:

Tenders against our enquiries will be opened in the presence of the tenderer/authorised representatives on the due date and time. If there is any pre bid meeting with the tenderers, the date & time of the same will be informed to them.

3. LATE OFFERS:

Tenders without indicating our enquiry No. & Due Date on the face of the envelope and tenders received late are liable for rejection without assigning any reason.

- Note** (a) Send your quote well in advance of the due date. Quotations are accepted by fax / e-mail followed by confirmatory copy. Vendors are advised to submit the tenders to our P&A Department in person to avoid postal delay / loss of tenders in transit.
(b) If you are not in a position to quote, for any reason, please communicate the same without fail to enable us to keep you on our vendor list for future requirements.
(c) Please mention the Sl. No. and Code / description of the items exactly as per our enquiry.

4. PRICES:

- (a) ITI Ltd., is planning to have long term tie up with limited vendors, who can supply the item with good quality, prompt delivery and at lowest price. Hence, you may quote in such a way that a long-term relationship is possible.
- (b) Prices must be per unit as called for in the enquiry and should be on FOR ITI/FOR destination basis as the case may be and inclusive of Insurance charges.
- (c) ITI Ltd., under normal circumstances, may not negotiate for the price. Hence you are requested to quote your best price in the original quotation itself.
- (d) Any counter terms and conditions are not binding on us unless ITI Ltd., agree to the same in writing.
- (e) In case of an order issued on you, the ordered rate should be firm till the completion of the order. In case where the market prices are going down beyond 5% of the ordered rate or decrease in the statutory levies, the same should be passed on to ITI Ltd.
- (f) Vendors should deliver the materials to ITI Ltd., Stores/the destination as mentioned in the P.O. ITI Ltd., will not take the responsibility of clearing the goods from the carriers godown/office/Railway Station/Air port, etc.
- (g) In case of supply of imported items by local dealers proof of import should be provided. Prices quoted should indicate clearly the Modvat relief (by way of C.V.D.), being passed on to ITI and supplier should furnish regular invoice indicating rate and amount of duty that is passed on which should be proportionate to the material sold to ITI from the relevant imported consignment, covered under this appropriate Bill of Entry.
- (h) If the supplier supplies the same item at a lower rate to any of their customers during the pendency of execution of ITI Ltd., Purchase Order/ Order Amendment, the supplier should voluntarily come forward and reduce the price.
- (i) The validity of your offer should be for a minimum period of **(As per main sheet No NSU2K32Y) from** the date of opening the tender.
- (j) Any Plant/division of ITI reserves the right for placement of Repeat Order if required within one year of original PO date.

5. STATUTORY LEVIES:

- (a) All applicable statutory levies like Sales Tax WITH Form C & WITHOUT Form C, Excise Duty, VAT, etc., should be separately indicated with the current rate applicable. Otherwise quoted rate will be considered as inclusive of taxes / levies. Vague terms like "As applicable at the time of supply" should be avoided. Apart from Statutory levies other charges like handling, Packing & Forwarding etc., will not be paid by ITI Ltd.
- (b) In case of sales tax exempted delivery, authorisation letter from the competent authority should be enclosed along with the quote.
- (c) In case you absorb the sales tax portion, the same may be specified clearly in the quotation itself and not after opening the tender, which otherwise will be treated as post-tender correction and would disqualify your quote.
- (d) In case of statutory levies like Sales Tax, Excise Duty, Surcharge, VAT, etc., are modified, the same has to be intimated to ITI immediately.
- (e) In the event of any refund in Excise Duty/Customs Duty obtained from the Central Excise Department/ Customs Department by you or the manufacturer (if the manufacturer happens to be different from the supplier) on the Supplies made to us, such refunds should be passed on to us, immediately without waiting for any claim from us.

6. MODVAT RELIEF:

- (a) We are eligible to avail the credit of Excise Duty paid on items procured for manufacturing Tele-communication equipment under MODVAT RELIEF scheme. Hence "Invoice cum Gate Pass" in original for payment, and transporter copy duly marked and authenticated is to be produced along with the consignment. In case of your failing to adhere to this instruction, no ED will be reimbursed by us.
- (b) Invoices should be in the prescribed form and have all particulars as per the Central Excise Rules and notifications as amended from time to time, particularly Assessor code, Range Division, rate and amount of duty debited and debit particulars.
- (c) Agents/Distributors, on whom an order is placed, should also produce invoice Cum Gate Pass as per the procedure laid down by Central Excise Rules and notification issued from time to time. They should get registered with Central Excise authorities where ED is being passed on.

7. TERMS OF PAYMENT:

- (a) Payment will be made for the accepted quantity within (As per main sheet No NSU2K32Y) from the date of receipt of the material / services at our Stores / Destination.
- (b) No payment will be made for the rejected quantity.
- (c) In case you fall under SSI as per DIC, please mention the same in all your quotations / invoices indicating also the certificate number. This is essential if in the unlikely event of delay in payment, you would like to claim preferential payment as an S.S.I

8. INSPECTION:

- (a) ITI reserves the right to split the purchase order among the vendors who are capable of meeting the Quality, Delivery and Cost requirements. Preference will be given to the vendors with well-maintained and proven Quality Assurance.
- (b) We are planning to reduce inspection time with self-certification scheme for the vendors who keep up good quality leading to "ship to stock system".
- (c) Inspection of the material at our works/site will be final. ITI reserves the right to inspect the material at any other standard testing centre authorised by us.
- (d) We or our representative including our customer may if required preliminarily inspect the product at vendor's premises. Such verification shall not absolve the vendor of the responsibility to provide the acceptable product nor shall preclude subsequent rejection during the final inspection at our works/site. It is the responsibility of every vendor to ensure that only the inspected materials confirming to our specifications / drawings / requirements are supplied.
- (e) The supplies shall be from the latest batch of production. Batch Number should be indicated on the item/ packet / test certificate and accompanying delivery challan / test certificate.
- (f) Test Certificate/check list should accompany each supply. Consignments without test certificate, if asked for, are liable for rejection. Rejected material should be collected immediately (within 30 days) after our intimation by giving two days prior notice for completing the necessary excise formalities. You should make arrangements to collect the material either personally OR through your authorised representatives. ITI does not take any responsibility to send the material back to you. After 90 days from the date of rejection intimation to you the material will be scrapped at your risk if not collected.

9. SAMPLES:

Those tenderers, who have not supplied the material against any of earlier orders, should submit FREE SAMPLES clearly indicating enquiry reference. Free samples along with your offer is preferable. In case of a Purchase Order on you, bulk supply should commence only after approval of samples and other approval formalities including infrastructure clearance.

10. WARRANTY:

ITI Ltd., is an ISO accredited company. All our equipment systems have a warranty of (As per main sheet No NSU2K32Y) from the date of dispatch to our customer. Hence, the warranty of your products should be for a minimum period of (As per main sheet No NSU2K32Y) from the date of supply if not specified explicitly. Within this warranty period, if any of your components/subsystem is found defective during our manufacturing process/system testing/installation & commissioning/operation of our equipment in the field, the same is to be replaced free of cost immediately by you. Warranty specified in the P.O. to be reckoned as final.

11. GENERAL:

- (a) We reserve the right to accept or reject any or all offers and to order full or part quantities or cancellation thereof without assigning any reason whatsoever.
- (b) Successful tenderer only will be intimated by post through letter of intent / firm orders.
- (c) Canvassing by tenderers in any form including un-solicited letters against tenders submitted or post-tender corrections shall render their tenders liable for summary rejection.
- (d) Any Plant/division of ITI reserves the right for placement of Repeat Order if required within one year of original date.

12. DELIVERY SCHEDULE: (As per main sheet No NSU2K32Y)

- (a) Please indicate minimum lead-time required, manufacturing capacity and the quantity that can be reserved for us.
- (b) **Liquidated Damages Clause** : Time is the essence of contract and the materials, against an order arising out of this enquiry must be delivered by the supplier according to the delivery schedule indicated in the P.O. In case of any change, the supplier should inform us in advance and obtain our approval to the revised delivery schedule. Should the supplier fail to deliver the material or part thereof as per the delivery schedule, or any extension thereof, we shall be entitled at our option either to recover from the supplier, as penalty, a sum equivalent to ½% (half percent) per week for first four weeks and 0.7% per week (fractions of a week will be considered as one week) thereafter for such delay or part thereof of the item delayed or terminate the contract in respect of the balance supply so delayed and purchase materials elsewhere at the risk and cost of the defaulted supplier. Delivery schedule specified in the P.O. will be final.

13. SECURITY DEPOSIT:

In case of an order / LOI on you, you will have to deposit an interest free security deposit of 5% of the Order value along with the order / LOI acceptance by Bank Guarantee subject to final decision of management in this regard, which will be forfeited in case you fail to execute the order to our satisfaction in all respects. The security deposit / BG will be refunded / returned after expiry of warranty period.

14. LOCAL REPRESENTATION:

Please indicate your local representative's address, telephone, Fax No., of the person to be contacted, in the offer.

15. TECHNICAL CATALOGUE:

The Technical Catalogue in English should be submitted. In the event of any change in the technical catalogue, updated version may be sent to us immediately. It is essential that you simultaneously take up the same with approval authority and their approval copy sent to us.

16. FORM C:

Form C will be issued only after receipt and acceptance of materials if applicable.

17. GOVERNING LAW:

All suits shall be instituted in a court of competent jurisdiction at Bangalore and in case of arbitration, the Indian Arbitration Conciliation Act, 1996 is applicable.

Deputy General Manager (MM)



Network Systems Unit

(A Govt. of India Undertaking)

Dooravaninagar. P.O. Bengaluru – 560 016

Tel: 080 - 25660613, 25660507 Fax: 080 – 25660514

www.itiltd.in

USOF PROJECT DEPARTMENT

TENDER

FOR

Fabrication, Transportation, Supply & Erection of Ground based self-supporting Tubular Tower including supply of material and execution of foundation work for USOF Pilot project (Two Bid System)

ITI LIMITED

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

Tenderer:

DGM (MM)-NSU
F 100 Building first floor
Dooravaninagar,
NS Unit, ITI Limited
Bangalore - 560 016.

TENDER FOR “FABRICATION, TRANSPORTATION, SUPPLY & ERECTION OF GROUND BASED SELF-SUPPORTING TUBULAR TOWER INCLUDING SUPPLY OF MATERIAL AND EXECUTION OF FOUNDATION WORK FOR PIOLET PROJECT”.

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 tenderer.
- b. Specifications, Bill/Schedule of Quantities and Schedule of rates & Special conditions.
- c. Drawings (Indicative for tender purpose only)
- d. General conditions of contract including Contractor's 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 30 days from the date of opening 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 Cash/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 3% 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 by Me/Us statement showing the details of construction 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 Authorised representatives within the stipulated time as mentioned 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 tenderer or otherwise rests with the company.

Yours Faithfully,

(CONTRACTOR/S)

Address:

Dated:

Signed in the presence of

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

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

Table A: Locations of Towers

Ref: ITI/NSU/USOF-BLR/2022/2251				
Sl. No.	District	Taluk/GP	Village	Total Tower Quantity
1	Bangalore Rural	Nelamangala, Tyamagondlu-40M	1.Thippasetthalli-20M 2.Kalalghatta-20M 3.Kodihalli-20M	4
2	Bangalore Rural	Sompura	1.Pemmanahalli-20M 2.Nidavanda-20M 3.Yerranapalya-20M	3
3	Tumkur	CN Halli	1.Shettikere-40M	1
4	Kolar	Malur	1.Abbenahalli-30M 2.Araleri-30M	2
5	Tumukur	Gubbi	1.MH-Pattana-40M	1
6	Dakshina Kannada	Udupi	1.Heroor-60M	1

**Note: There may be changes in the number of towers/ height of the tower and the locations. Suitable Amendments will be published in advance as applicable.

IMPORTANT INFORMATION: TOWER DESIGN, SUPPLY & ERECTION OF M/W TOWERS

SL NO	DESCRIPTION	INFORMATION
1	REFERENCE NO. OF TENDER DOCUMENT	ITI/NSU/USOF-BLR/2022/2251 dated 28-11-2022
2	DATE OF UPLOADING OF TENDER DOCUMENT	28/11/2022
3	MODE OF SUBMISSION OF TENDER	E-tender
4	LAST DATE & TIME FOR SUBMISSION OF BIDS	12/12/2022 AT 14:00 hrs
5	DATE & TIME OF OPENING OF TECHNICAL BIDS	12/12/2022 AT 15:00 hrs
6	OPENING OF FINANCIAL BIDS	WILL BE INTIMATING LATER
7	COST OF TENDER DOCUMENT	Rs. 2360.00 [Two thousand three hundred sixty only -Inclusive of GST @ 18%]
8	EARNEST MONEY DEPOSIT (EMD) IN THE FORM OF DEMAND DRAFT/ BANKERS CHEQUE.	Rs. 50,000/-
9	FINANCIAL TURNOVER	Rs. 11 Lakhs
11	ADDRESS FOR BID SUBMISSION	ITI Tender Wizard
12	SECURITY DEPOSIT	10% OF CONTRACT VALUE [3% performance guarantee and 7% recovered from Running bills]
13	VALIDITY	180 days from the last date of submission of bid.
14	PERFORMANCE GURANTEE	3% OF CONTRACT VALUE including GST
16	TIME ALLOWED FOR COMPLETION	Two weeks from date of PO
17	ESCALATION	NIL
18	CONTACT PERSON	DGM MM
19	ESTIMATED COST	28 Lakhs

Note: The tender documents can be downloaded from the Company web site www.itiltd.in or <https://www.tenderwizard.com/ITILIMITED> 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://www.tenderwizard.com/ITILIMITED> 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 DESIGN, SUPPLY, ERRECTION & COMMISSIONING OF TOWERS)

ITI Ltd invites item rate offers for the tender comprising of works like Supply, Fabrication, Erection & Commissioning of Ground based self-supporting Tubular Tower including aviation light and lightning protection with earthing etc. The proposed work is to be executed as per the detailed specification laid out in tender documents strictly meet specific requirements enumerated in the detailed tender documents:

ELIGIBILITY CONDITIONS FOR THE BIDDERS

I. MINIMUM ELIGIBILITY CRITERIA FOR PARTICIPATION IN THE TENDER

- i) The applicant should have successfully designed, manufactured, supplied, erected and commissioned at least 2 Ground Based Tubular Tower [height 20 to 40mtrs] during the last 5 years.
- ii) The 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 Work order and full payment TDS certificates [Form 26AS] issued by owner for the work executed.***
- iii) Agencies/Contractors have to submit along with the tender, the photocopy of completion certificates issued by the clients in support of having completed similar works during the last 3 years. Eligible agencies/Contractors can download the tender documents and submit the tender duly signed on all pages on or before the time and date specified in the Notice Inviting Tender.

II. Financial Strength:

- i) The **average annual financial turnover** for last 3 years shall be as specified in tender cost put to tender. The requisite Turnover shall be duly certified by Chartered Accountant with his seal/Signatures and registration number.

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. Acceptance of all the terms & conditions indicated in our tender.
2. Earnest Money Deposit (EMD) and Tender document fee as specified in the tender 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.

3. All the documents regarding eligibility criteria.
4. All the pages of the tender document signed.

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

Thanking you
yours faithfully
For ITI Limited

Deputy General Manager(MM) - NSU

SECTION – II

GENERAL TENDER NOTICE INFORMATION TO BIDDERS

1. Item rate e-tenders are invited on behalf of M/s ITI Limited from limited Bonafide and experienced agencies of Government State/ Central and under takings/ Enterprises of State / Central India and ITI empanelled contractors for executing the following in accordance with Terms and conditions specifications drawings etc., as detailed in the tender document.

Name of Work :

Supply, Fabrication, Erection & Commissioning of Ground based self-supporting Tubular Tower including aviation light and lightning protection with earthing.

The Towers shall be of self-supporting type of towers shall be designed to conform to relevant standards to withstand maximum wind pressure prevailing location and the dead and wind loads perpendicular to the face and also along the diagonal for the maximum wind velocity specified in latest ISI specification for such locations. Besides the above, the design should cater for static and dynamic analysis with the limitations of the seismic forces applicable to the actual location. The analysis should be such that they can be crosschecked by computer analysis.

The site location in the villages/Gram panchayat shall be suitable for the LoS requirement of the tenderer which can be on monthly rental basis.

The designs made by the contractor shall be got crosschecked by the contractors using computer analysis for structural stability from any of the recognized institutes.

And obtain clearance from them before the drawings are issued for fabrication/construction. Necessary Proof Check certificates will be produced to I.T.I. The contractor shall bear all the expenditure on this account. (If any modifications are suggested by the institute CONTRACTOR's consequent upon its cross check the same will be got incorporate by the contractor at no extra cost.

Designs shall be made for the steel tower structures and its foundations. The foundation shall be based on the soil data, which is to be get it done by the agency. The details there of shall be submitted for each station in 6 hard and one copy in electronic form in a CD copies for each station. The cost of the design of tower foundation, and design of tower, its cross check by the recognized Institute and supply of drawings thereof, will be deemed to have been included in the item no. 1 no of schedule of quantities and no extra charges will be payable on this account.

2. ELIGIBILITY CONDITIONS FOR THE BIDDERS

I. MINIMUM ELIGIBILITY CRITERIA FOR PARTICIPATING IN THE TENDER

- a) The bid can be submitted by a Sole Bidder. The Sole bidder be an Indian registered company and GST registered and should have at least 3 years of operations in India as on bid submission date.
- b) The Sole Bidder should have a minimum average annual turnover as specified in the NIT of the tender for the last three audited financial year.
- c) Audited and certified financial statements, including Audited Annual Reports shall be submitted as proof for eligibility conditions mentioned in clauses.

- d) The sole Bidder should not have been blacklisted/debarred by any Govt. department or any PSU in India during last three (3) years as on bid submission date. An undertaking in the company letter head shall be submitted by the Sole Bidder.

II. WORK EXPERIENCE FOR ELIGIBILITY.

1. The applicant should have successfully designed, manufactured, supplied, erected and commissioned at least 2 ground based Towers [height 20 to 30mtrs] during the last 5 years.
2. 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 Work order and full payment TDS certificates [Form 26AS] issued by owner for the work executed.***
3. Agencies/Contractors have to submit along with the tender, the photocopy of completion certificates issued by the clients in support of having completed similar works during the last 3 years. Eligible agencies/Contractors can download the tender documents and submit the tender duly signed on all pages on or before the time and date specified in the Notice Inviting Tender.
4. Certificates issued by the client's organization should support the past experience during the last 5 years, in similar nature of work. In case the work experience is of private sector, the completion certificate shall be supported with the copies of letter of Award and copies of Corresponding TDS certificate [Form 26AS]. Value of work will be considered equivalent to the amount of TDS certificates.
5. Joint venture/Consortia of firms /Companies shall not be allowed and the bidders should meet the criteria themselves.

III. FINANCIAL STRENGTH:

- a. The average annual financial turnover for last 3 years shall be as mentioned in the tender. The requisite Turnover shall be duly certified by Chartered Accountant with his seal/Signatures and registration number. **[Annexure-VII]**
3. 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, ad 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, had quoted unreasonably high or low bid prices, and could not furnish rational justification for it to the Employer.

4. TENDER DOCUMENTS SHALL BE FILLED IN AND SUBMITTED IN ORIGINAL

e- Envelope – I [Technical Bid]

The Tender as submitted shall consist of the following:

- i. Cover note by the Bidder indicating name of the Company/Organization, address, communication details (mobile numbers, land line numbers, fax numbers, e-mail ids for

Correspondence), name of the contact person, designation of the Bid submission authority. The bidder is also required to indicate the groups for which bid is applied.

- ii. Complete set of tender documents original as sold dully/downloaded filled and signed by the tenderer as prescribed in the different places of the tender document.
- iii. Information regarding the tenderer [organisatation set up] as in the proforma enclosed at **Annexure-8** .
- iv. Declaration regarding the Tenderers work of comparable nature and constructions organization in the proforma enclosed in **Annexure -9**
- v. Cost of tender documents and EMD.
- vi. PAN Number and GST Registration certificate.
- vii. Earnest Money Deposit (EMD) as specified in the tender and Tender document fee of Rs. 2,000 (Rupees Two Thousand Only) plus GST @18% i.e. Total Rs. 2,360 (Rupees two thousand six hundred only) shall be payable with the bid. This shall be paid well in advance of tender submission time through Demand Draft or 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.

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

- viii. Power of attorney in the case as Authorised representative who has signed the tender.
- ix. An integrity pact duly signed by the tenderer shall be submitted. Any bid without a signed Integrity pact shall be rejected. **[Annexure-3]**

e- Envelope 2 [Financial Bid]

Financial bid- consists document with rate quoted in figures and words only.

5. CLARIFICATIONS:

Bidders desirous of seeking clarifications on the Tender, may send their queries through email to: **udhayanavns_crp@itilttd.co.in** also on <https://www.tenderwizard.com/ITILIMITED>

- 5.1 On the Bid opening day, only technical bids will be opened. The Bidders who are desirous of attending bid opening may do so as per the e-Tendering process (TOE).
- 5.2 Bids without authenticated proof of Bid document fee, EMD and other technical compliances as required and prescribed in this Tender, will be rejected.

- 5.3** The date for opening the financial bids will be communicated to all technically qualified and eligible bidders separately, through registered email.
- 5.4** The offers prepared by the Bidders and all the correspondences and documents relating to the offers submitted/exchanged by the Bidder, shall be written in English language.
- 5.5** ITI reserves the right to suspend or cancel the Tender process at any stage, or to accept, or reject any, or all offers at any stage of the process and / or to modify the process, or any part thereof, at any time without assigning any reason, without any obligation or liability whatsoever and the same shall be published in the ITI website or intimated through email.
- 5.6** ITI Ltd does not take any responsibility for the delay caused due to non-availability of internet connection or sever/traffic jam, etc. for online bidding.
- 5.7** The Bidder shall bear all costs associated with the preparation and submission of its Tender, including cost of presentation for the purpose of clarification of the offer, if so desired by ITI.
- 5.8** At any time prior to the last date for receipt of offers, ITIL, may, for any reason, whether at its own initiative or in the response to a clarification requested by the prospective bidders, modify the Tender document.
- 5.9** Also, ITI may, at its discretion, extend the last date and time for the receipt of offers and/or make other changes in the requirements set out in the Invitation for Tender at its own accord or in order to provide reasonable time to bidders to take the amendments into account in preparing their offers.
- 5.10** If the last day for the bid submission is declared as a holiday, bid submission will be freeze on holiday however, the tender will be opened on the same time on the next working day.

6. SIGNING OF BID

- 6.1** The bidder shall prepare, as a part of his bid, the bid documents duly signed on each and every page submitted (digital signatures accepted on e-tendering portal), establishing the conformity of his bid to the bid documents of all the works to be executed by the bidder under the contract and the credentials claimed to comply the bid conditions.
- 6.2** The bid shall contain no inter-lineation, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed with dated by the person or persons signing the bid.

7. DISCLAIMER:

- 7.1** ITI and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of ITI and/or any of its officers, employees.

- 7.2 All information contained in this Tender provided / clarified is in good faith and interest. This is not an agreement and is not an offer or invitation to enter into an agreement of any kind with any party.
- 7.3 Though adequate care has been taken in the preparation of this Tender document, the interested bidders shall satisfy themselves that the information contained in the document is complete in all respects to enable to make an informed decision to bid. Interested Bidders are required to make their own enquiries and assumptions wherever required.
- 7.4 Information provided in this document or imparted to any respondent as part of the Tender process is confidential and shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or organization.
- 7.5 ITI reserves the right to cancel the tender if there is any change in purpose/requirements

8. GENERAL INFORMATIONS TO THE BIDDER

- 8.1** Earnest money deposit of an amount as mentioned in NIT is required to be submitted along with the tender in favor of ITI Ltd NS Unit Bengaluru as per NIT.
- 8.2** The EMD shall be payable to the ITI without any conditions, recourse, or reservations.
- 8.3** The bid will be rejected by the ITI a non-responsive and shall not be considered in case if amount of EMD is not received as specified in NIT.
- 8.4** **Return of Earnest Money deposit:** No interest shall be allowed on the Earnest Money deposit by the Tenderer. The earnest money of the unsuccessful tenderer will be refunded within a within 15 days on their request after issuance of LOI by the successful bidder.
- 8.5** The Earnest Money deposited by the successful tenderer will be retained towards the Security deposit for the fulfillment of the contract, but shall be forfeited if the tenderer fails to submit the Performance Guarantee of 3% of the tendered value, the requisite security deposit as per General Terms and conditions of the contract and / or Fails to start the work within a period of 15 days after issue of the Work Order in writing.
The earnest money deposit of L-1 shall be released only after submission of the Performance guarantee of 3% on the award of work and their confirmation from the bank.
- 8.6** **Security Deposit:** Total Security deposit in the work is 10% of the contract value. The security deposit will be recovered by deduction from the running bill of the contractors at the rate of 7% of gross value of work done. This is in addition to the performance guarantee of 3% mentioned above. Further the contractor has to furnish the "No Claim Certificate to ITI Ltd at the time of claiming refund of retention money in confirmation of his having no claim against ITI Ltd on getting refunded the security deposit
- 8.7** **Refund of Security Deposit:** S.D deducted from the contractor's bill shall be refunded to the agency on the certificate of Engineer-In – Charge after expiry of the Defects liability period of one year [01] and obtaining no defect certificate from the concerned officials.
- 8.8** **The EMD may be forfeited:**
A] If a bidder withdraws the bid after bid opening during the period of validity.

B]In the case of the successful bidder, if the agency fails to sign the Agreement within the 15 days from the date of issue of LOI or furnish the required performance security or fails to commence the work within the stipulated period prescribed in the contract.

9. PAYMENT TERMS:

Procedure for Preparation and settlement of bills:

- All items of work involved in the work order shall be completed in all respects before preparing the bills for the work against the work order. The details of payment of bills is enumerated as under:
 - i) 90% of the payment will be made after completion of each tower as per entries recorded/certified in measurement Books maintained for this purpose, duly signed by the authorized representatives of the authorized representative of ITIL.
 - ii) 10% after testing and acceptance by the ITIL.
 - iii) Payments shall however be linked with completion of all other activities as per Specifications, Sow and ABD.
 - iv) The security deposit will be released to the bidder after the successful completion of the defect liability period (12 months from date of issue of completion certificate).

9.1 ITI reserves the right to forfeit of the Performance guarantee in addition to security deposit in the event of the tenderer's failure any of the contractual obligations or in the event of termination of the contract as per terms and conditions of the contract.

10. The Tenderer shall quote rates both in figures as well as in words. In case the tenderer has quoted two different rates in word and figures, the rates which correspond to the amount worked out by the contractor are taken as correct. When the amount of an item is not worked out by the contractor, or if it does not correspond with the rates written either in figures or in words, then the rate quoted by the contractor in words is taken as correct. When the rate quoted by the contractor in figures and words tallies, but the amount is not worked out correctly, the rates quoted by the contractor is taken as correct and not the amount.

All the corrections and alterations made in the entries by the tenderer must be attested with his/their full signatures and date. Erasures and overwriting are not permissible and may disqualify the Tender.

11. The Tender shall contain the name, address, and place of business or person or persons making the tender and shall be signed by the tenderer with his 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 authorized representative, followed by the name and designation of the person signing tender. A person duly authorized to do so signs tenders by a corporation or by a person in the name of the corporation. In case it is signed by an authorized

Representative, a power of attorney on that behalf shall accompany the tender. A copy of the constitution of the firm with the names of the partner shall be furnished.

12. When the tenderer signs a tender in a language other than English, the total amount of tendered should also be written in the English language. At least one witness should attest the signature.
13. Witnesses and sureties shall be persons of status and property and the names, occupations, and addresses shall be stated below the signature.

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 tenderer or his Authorised representatives.

14. Before submission of tender, the tenderer is advised to visit the site (with prior arrangement with the officer issuing the tender)and inspect the site of work and its environments, and be well acquainted with the actual working and other prevalent conditions and fluctuations thereof, and to quote his rates accordingly after taking all the factors into account.

It shall be deemed that the tenderer has visited the site, whether he does it or not, and have taken all the aforesaid factors into account while quoting his rates and no claim whatsoever shall be entertained on this account at a later date.

15. The tenders submitted by the tenderer shall remain valid for acceptance for 120 days from the last date of receipt of bids. The tenderer shall not be entitled during the said period of 120 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.
16. The acceptance of the tender will rest with the accepting authority who does not bind himself to accept the lowest or any other tender and reserves the right to reject any or all the tenders without assigning any reason whatsoever.

17. Rejection of bids:

- 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 tenderer 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 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.
18. The Company reserves the right (i) to reject any or all the tenders without assigning any reasons, thereof in (ii) to distribute the work between more than one contractors. The whole work may be split up and accepted in parts entirely at the sole discretion of the company **(In the ratio of 60:40 at the rate of L-1). The tenderer should specifically state in case 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

19. Should tenderer 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 tenderer should furnish complete information to that effect at the time of submission of the tender.
20. The successful tenderer shall be required to execute an agreement in duplicate in the proforma attached with the tender documents as **Annexure -I** In the event of failure of the tenderer 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.
21. **PERFORMANCE GURANTEE/EMD/SECURITY DEPOSIT** The successful bidder/contractor shall provide to the employer a total performance security of three percent [03%] 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, a performance security of three percent of Contract price shall be submitted by successful bidder to ITI. In case the time for completion of work gets extended, the contractor shall get the validity of performance Guarantee extended to cover such extended time for completion of work [**As per Annexure-XI**].
 - A) Performance security of three percent [3%] to be submitted by the successful bidder after the receipt of letter of acceptance shall be either in the form of Bank Guarantee or Fixed deposit receipts in the the name of ITI from a scheduled commercial bank or demand draft in favour of ITI Limited, payable at Bengaluru.
 - B) Failure of successful bidder to comply with the requirement of delivery of Performance Security as per provisions of tender clause shall constitute sufficient ground for cancellation of award and forfeiture of the Earners 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.
 - C) For delay in submission of Performance of guarantee more than 15 days from the date of issue of LOI penal interest of 18% per annum to be charged on the amount of performance, guarantee.
22. **Taxes and Duties:** On implementation of GST, many of the previously existing taxes have been subsumed in the same. However, taxes, duties, cess, royalty etc. if any remaining in vogue which has 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 of/default of any statutory compliances in payment of any tax or any labour dues.EPF, ESIC etc. by the contractor or in case of any financial impllication on ITI Limited, the ITI reserves the right to with hold lathe dues/payment of contractor and make payment to local state/Central government authorities or to labors as may applicable including penalty thereof.
 - a) Union and State Governments (CGST, SGST, UTGST, and IGST) inclusive of all taxes, duties, cess, and statutory levies payable under any laws, other than Goods and Services Tax (GST) levy the Contractor Price.
 - 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 Laborers, 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.

23. Policy for Micro and Small Enterprises [MSE's]

The MSE's who intent to claim benefits under MSE's act, shall fulfil the following , otherwise, they run the risk of their bids being passed over as " INELIGIBLE" for the benefits applicable to MSE's and their bid will not be considered for evaluation.

- a) MSE is which are specified by the Ministry of Micro, Small and Medium Enterprises under MSED Act.2006 and Public Procurement Policy 2012 as Manufacturing/Services Enterprises should have registered with NSIC/MSME.
- b) Tenderers seeking exemption should enclose a photocopy of valid registration Certificate giving details such as product/Services and Monetary limits failing, which they run the risk of their tenders being passed over as ineligible for this concessions.
- c) The items of Product/Services mentioned under NSIC/MSME certificate should be the same or similar to the tendered items/Schedule of items of Tender]
- d) The monetary limit stipulated in the NSIC/MSME certificate of MSE's should be equal or more than the value of works /supply is/are " In hand progress" awarded under MSME

Benefits during the financial year plus estimated cost of this tender for availing EMD exemption.

- e) If monetary limit is less than the value of work/Supply "In hand [Progress] awarded under MSME benefits during the financial year plus estimated cost of this tender, they should obtain "competence Certificate" from participating in this tender as well as avail MSME benefits.
- f) During the bid, evaluation EMD exemption shall be granted to the NSIC/MSME registered firm. In case, the NISC, MSE's registration certificate is found invalid during evaluation the bid of such bidder shall be rejected.
- g) ITI may consider award of work to MSE's as per provision of Public Procurement Policy for Micro and Small Enterprises [MSE's] order 2012, with special provision for public Procurement policy for Micro and Small enterprises won by the Scheduled case or the Scheduled tribe enterprises.

24. Consortium/Joint ventures companies shall not be permitted. No single firm shall be permitted to submit two separate applications.

25. 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:

- i. Forfeit the entire amount of EMD submitted by the firm.
- ii. The bidder/Firm shall be liable for debarment from tendering in the Company apart from any other appropriate contractual legal action.

26. The tender award execution and completion of work shall be governed by tender documents consisting of bill of quantities, Letter of award/Letter of work order, Bill of quantities, Special Conditions of Contract, General Conditions of Contract, Specifications, Drawings. The tenderer shall be deemed to have gone through the various conditions, including sub soil water conditions, topography of the land, drainage etc., or any other conditions, which in the opinion of contractor will affect his price/rates before quoting their rates. No claim whatsoever against the foregoing shall be entertained.

27. CLARIFICATIONS AFTER TENDER SUBMISSION:

Bidder's attention is drawn to the fact that during the period, the tenders are under consideration, the bidders are advised to refrain from contacting by any means, the ITI and or his employees/representatives on matters related to the tender under consideration and that if necessary, ITI will obtain clarifications in writing or as may be necessary. Duly authorized Tender Scrutiny Committee does the tender evaluation and process or award of works and this committee is authorized to discuss and get clarification from the tenderers.

28. The work executed by the contractor shall be subject to audit and quality control checks from Quality Control Division & Technical Audit ITI Ltd, Client, and Inspecting Agency of the Client and Chief Technical Examiner of Central Vigilance Commission, Govt. of India. In the eventuality of any defect/ substandard works as brought out in the report or noticed otherwise at any time

During execution, maintenance period etc., the same shall be made good by the contractor without any cost to ITI Ltd... In case the contractor fails to rectify the defect/sub-standard work within the time period stipulated by ITI Ltd., ITI Ltd shall get it rectified at the risk and cost of the contractor and shall recover the amount from the dues of the contractor.

29. No payment shall be made to the Contractor for any damage caused by rain, snowfall floods or any other natural cause whatsoever during the execution of work. The damage to work will be made good by the Contractor at his own cost and no claim on this account shall be entertained. Till handing over of the work to ITI/Client, security of all material being used for the work lies with the contractor.
30. Unless otherwise provided in the schedule of quantities, the rates tendered by the contractor shall be all inclusive and shall apply to all heights lifts and depths of the tower and nothing extra shall be payable to him on this account.
31. The drawings with the tender documents are Tender drawings and are indicative only.
32. The structural and architectural drawings shall at all times be properly correlated before execution of any work. However, in case of any discrepancy in the item given in the schedule of the quantities appended with the tender and architectural drawings relating the relevant item the former shall prevail unless otherwise given in writing by the Engineer-In-charge.
33. The General Tender notice shall be deemed to form part of the agreement.
34. **Escalation in Price:** No escalation will be paid on account of any increase in price index in the price of material or labour. No price escalation shall be applicable even during extended period for completing the works.
35. **CONFIDENTIALITY:** Information relating to the evaluation of tenderers and recommendations concerning awards shall not be disclosed to the bidders who submitted the tender or to other persons not officially concerned with the process until the publication of the award of the contract. This undue use by any bidder of confidential information related to the process may result in the rejection of its tender and may be debarred from participating.

Signature of the Contractor
For and on behalf of the
Accepting authority M/s Network Systems Unit,
ITI Limited,
Dooravaninagar
Bangalore 560 016.
Dated :

SECTION - III

INFORMATION AND INSTRUCTIONS TO BIDDERS

1. 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, he may submit to the authority-inviting tender a written request for interpretation or clarification thereof within seven days of uploading of the tender. 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 will not be binding on the company

2. Addenda:

- a. Addenda to the tender documents may be issued before the date of opening of the Tenders to clarify the documents or to reflect modifications in their design or contract terms, which will be published in the Company web site only.
- b. All the addenda issued by the authority-inviting tender shall be part of the tender document.

3. Only One Proposal

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

4. Proposal Validity

The tender must remain valid for 30 days after the last date fixed for submission of tender including the extension(s) given if any.

5. Clarifications and Amendment of Bid Documents

5.1 Bidders may request clarification on any clause(s) of the Bid documents within 3 days from the date of uploading of Tender on the website. Any request for clarification must be sent in writing, or by standard electronic means to ITI LTD's address. ITI LTD will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without disclosing the Source of the query) to bidders. Should ITI LTD deem it necessary to amend the bid document as a result of a clarification or any other reasons it shall do so. However, ITI LTD reserves the right to respond to the queries after the cut-off date as mentioned above.

5.2 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 tender document and shall be posted only on website www.itilttd.in or <https://www.tenderwizard.com/ITILIMITED> or www.eprocure.gov.in, and the bidders are thus advised to update their information by using

said website. To give the bidders 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.

6. The intending tender [s] must read the terms and conditions of the GCC carefully. He should only submit his bid if eligible and in possession of all the documents required.
7. Integrity pact duly signed by the tenderer shall be submitted. Any bid without a signed integrity pact shall be rejected. [Annexure-]

14.0 SETTLEMENT of DISPUTES:

15.0 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 Contractor 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 Contractor 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.

16.0 DEMAND FOR ARBITRATION:

If the Contractor 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 Contractor 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 Contractor 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.

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.

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, Dooravaninagar, 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 Contractor(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 contractors 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 Contractor and the Company.

Accepting Authority

Dated

Signature of the Contractor

SECTION -IV

INSTRUCTIONS FOR ONLINE BID SUBMISSION TO BIDDERS

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 Bidders 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: 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: Bidder has to Register first in https://www.tenderwizard.com/ITILIMITED.and then Tender document can be downloaded from the web site: https://www.tenderwizard.com/ITILIMITED 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: 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</p>

	<p>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> <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'.</p>
1.9	<p>Other Instructions:</p> <p>For further instructions, the vendor should visit the home page of the portal i.e. https://www.tenderwizard.com/ITILIMITED.</p> <p>Important Note:</p> <p>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 exigencies of the user shall prevail upon all the covenants 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 preparation will be expected from the bidder.

2.0 BID OPENING AND EVALUATION:

2.1 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 ascertain that the bidders who have not made payment of bid cost and EMD online then the Physical Envelopes of Bid Security and Bid cost should be submitted to DGM (MM) ITI Ltd, NS Unit Dooravani nagar 560016 Bangalore 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.

3. 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.

4. 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.

5. 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.

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

SECTION - V

ANNEXURE – I

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 Contractors have by tender dated offered to
execute and fully complete the intended works in connection with the construction of
.....for 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 company has
accepted such itemized rate tender in terms of its letter no..... Dated
.....

Now this AGREEMENT witnesseth as follows:

1. The CONTRACTORS covenant and agree with the COMPANY that the CONTRACTORS 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 CONTRACTORS 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 limitof months from the date stipulated in the work order, the CONTRACTORS 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 CONTRACTORS that it will pay to the CONTRACTORS 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 CONTRACTORS hereby covenant with the COMPANY that in the event of the non-fulfillment in any respect by the CONTRACTORS 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 CONTRACTORS.

- 4. If the CONTRACTORS 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 Deputy General Manager (MM) or any officer of the COMPANY so authorized may, without prejudice to the right of the COMPANY to recover from the CONTRACTORS 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 CONTRACTORS without prior notice and get the balance work executed through some other agencies and held the CONTRACTORS liable for all the losses and expenses incurred by the COMPANY. The decision of the Deputy General Manager (MM) is final with regard to 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 the purposes of identification have been signed by the on the behalf of the COMPANY, and on behalf of acceptance and all letters referred therein will form a part of this agreement.
- 7. This agreement further witnesseth that the CONTRACTORS are responsible for any accident or other compensation payable to the workman employed by the working under the control of CONTRACTORS 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 CONTRACTORS.

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:

ANNEXURE- II

ITI LTD.

(A Government of India Enterprise)

Network Systems Unit, Dooravaninagar
BENGALURU – 560 016.

NON-DISCLOSURE AGREEMENT

This Agreement is made on _____ day of _____ 2022 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 Design, supply fabrication and erection of M/s Towers works and M/s _____ is one of the Bidders. The Bidder will be issued 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 pertaining to 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 pertaining to 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 own proprietary information, but not less than reasonable care, taking into account the nature of the information, and shall grant access to information only to its employees who have 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 CONTRACTORS and contractors with a need to know; provided that by doing so, the Bidder agrees to bind those CONTRACTORS and contractors 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 for the purpose of providing 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 pertaining to this project Within 15 days of outcome of the tender and/or shall destroy all hard / soft copy/(ies) of the information pertaining to this project. Intimation in this regard isto be given by Bidder to ITI LIMITED.
6. The Bidder recognizes and agrees that all the information pertaining to 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 and all 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

ITI LIMITED

Appendix A

Business Purpose: Design, Fabrication, Erection of towers

confidential information of ITI Limited

1. Tender documents for Design, fabrication, erection of towers
2. Technical specifications, bill of quantities for the above works.
3. Details of locations
4. All information's shared in oral or in written by ITI Limited with M/s

For ITI limited

For M/s -----

Signature-----

Signature-----

Name: -----

Name:-----

Title:-----

Title:-----

ANNEXURE-III

PRE CONTRACT INTEGRITY PACT

PURCHASE ENQUIRY/ORDER No.

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

BETWEEN:

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

AND:

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

Preamble

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

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

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

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

SECTION 1 – COMMITMENTS OF THE PRINCIPAL

ITI LIMITED

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
- a. No employee of the Principal, personally or through family members, will in connection with the tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.
 - b. The Principal will, during the tender process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Act if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

SECTION 2 – COMMITMENTS OF THE BIDDER/CONTRACTOR

- 2.1 The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the tender process and during the execution of the contract.
- a. The bidder(s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The bidder(s)/contractor(s) will not enter with other bidders/contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The bidder(s)/contractor(s) will not commit any offence under IPC/PC Act, further the bidder(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the

business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Bidder(s)/Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. The Bidder(s)/Contractor(s) will not bring any outside influence and Govt bodies directly or indirectly on the bidding process in furtherance to his bid.
- g. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

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

- 3.1 If the Bidder(s)/Contractor(s), during tender process or before the award of the contract or during execution has committed a transgression in violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify Bidder(s)/Contractor(s) from the tender process.
- 3.2 If the Bidder(s)/Contractor(s), has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklisting for future tender/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of transgression, the position of the transgressor within the company hierarchy of the Bidder(s)/Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.
- 3.3 The Bidder(s)/Contractor(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.
- 3.4 A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that because of facts available there are no material doubts.

- 3.5 The decision of the Principal to the effect that breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s) shall be final and binding on the Bidder(s)/ Contractor(s), however the Bidder(s)/ Contractor(s) can approach IEM(s) appointed for the purpose of this Pact.
- 3.6 On occurrence of any sanctions/ disqualifications etc arising out from violation of integrity pact Bidder(s)/ Contractor(s) shall not entitled for any compensation on this account.
- 3.7 subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/ Contractor(s) could be revoked by the Principal if the Bidder(s)/ Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption preventative system in his organization.

SECTION 4 – PREVIOUS TRANSGRESSION

- 4.1 The Bidder(s)/ Contractor(s) declares that no previous transgression occurred in the last 3 years immediately before signing of this Integrity Pact with any other company in any country conforming to the anti-corruption/ transparency International (TI) approach or with any other Public Sector Enterprises/ Undertaking in India of any Government Department in India that could justify his exclusion from the tender process.
- 4.2 If the Bidder(s)/ Contractor(s) makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Section-3 of the above for transgressions of Section-2 of the above and shall be liable for compensation for damages as per Section- 5 of this Pact.

SECTION 5 – COMPENSATION FOR DAMAGE

- 5.1 If the Principal has disqualified the Bidder(s)/Contractor(s) from the tender process prior to the award according to Section 3 the Principal is entitled to forfeit the Earnest Money Deposit/Bid Security/ or demand and recover the damages equitant to Earnest Money Deposit/Bid Security apart from any other legal that may have accrued to the Principal.
- 5.2 In addition to 5.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to termination of Contract due to Contractor default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor or demand and recover liquidate and all damages as per the provisions of the contract agreement against termination.

SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS

- 6.1 The Principal will enter into Integrity Pact on all identical terms with all bidders and contractors for identical cases.

- 6.2 The Bidder(s)/Contractor(s) undertakes to get this Pact signed by its sub-contractor(s)/sub-vendor(s)/associate(s), if any, and to submit the same to the Principal along with the tender document/contract before signing the contract. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the provisions laid down in the Integrity Pact Agreement by any of its sub-contractors/sub-vendors/associates.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this Integrity Pact or violate its provisions.

SECTION 7 – CRIMINAL CHARGES AGAINST VIOLATING BIDDER(S)/ CONTRACTOR(S)

- 7.1 If the Principal receives any information of conduct of a Bidder(s)/Contractor(s) or sub-contractor/sub-vendor/associates of the Bidder(s)/Contractor(s) which constitutes corruption or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer of the Principal for appropriate action.

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

- 8.1 The Principal appoints competent and credible Independent External Monitor(s) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- 8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.
- 8.3 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents Bidder(s)/Contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Bidder(s)/Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.

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

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

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

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

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

9.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the Principal or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) shall provide necessary information and documents in English and shall extend all help to the Principal for the purpose of verification of the documents.

SECTION 10 – LAW AND JURISDICTION

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

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

SECTION 11 – PACT DURATION

- 11.1 This Pact begins when both the parties have legally signed it. It expires after 12 months on completion of the warranty/guarantee period of the project / work awarded, to the fullest satisfaction of the Principal.
- 11.2 If the Bidder(s)/Contractor(s) is unsuccessful, the Pact will automatically become invalid after three months on evidence of failure on the part of the Bidder(s)/Contractor(s).
- 11.3 If any claim is lodged/made during the validity of the Pact, the same shall be binding and continue to be valid despite the lapse of the Pact unless it is discharged/determined by the Chairman and Managing Director of the Principal.

SECTION 12 – OTHER PROVISIONS

- 12.1 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate Office of the Principal at Bengaluru.
- 12.2 Changes and supplements as well as termination notices need to be made in writing by both the parties. Side agreements have not been made.
- 12.3 If the Bidder(s)/Contractor(s) or a partnership, the pact must be signed by all consortium members and partners.
- 12.4 Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 12.3 Any disputes/ difference arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.
- 12. 4 the action stipulates in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

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

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

.....

.....

(Name & Designation)

(Name & Designation)

Witness

1)

2)

Witness

1).....

2).....

DECLARATION OF TENDERERS

FROM

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

TO

.....
.....
.....I/We.....

.....have read the conditions of the tender and tender documents attached here to 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 time schedule for completion of works.

1. I/We further agree to sign an agreement, bind to abide by the general conditions of 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 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 tender, if I/We fail to deposit the security amount as specified or to execute an agreement or to start work as stipulated in the tender documents.
2. I/We hereby enclose 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.
3. The offer shall remain open for acceptance by the Accepting Authority for a period 3 months from the date of opening of the tender.

Date:
Signature of tenderer
with seal of the firm

Witness.....
(Name in block letters)

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

Address:

Occupation:

ANNEXURE-V

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

PROFORMA FOR WORK EXPERIENCE CERTIFICATE FROM CLIENTS

Name of CONTRACTOR:

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	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

ANNEXURE-VI

TURN OVER FOR LAST THREE YEARS.

Sl.no.	Financial year	Turnover	Average of three years
1	2018-19		
2	2019-20		
3	2020-21		
		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 bidder with Seal

ANNEXURE-VII

ORGANISATION SET UP OF THE COMPANY.

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

Signature of bidder with Seal

ANNEXURE-VIII

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 bidder with Seal

ANNEXURE-IX

DETAILS OF ON- GOING 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 bidder with



ANNEXURE-X

EMD BANK GUARANTEE PROFORMA

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

E-tender for Erection of Ground based self-supporting Tubular Tower.

Ref: ITI/NSU/USOF-BLR/2022/2251

Date: 28.11.2022

Page **47** of **66**

force until _____ (Date of expiry of Bid validity). Unless a demand is made against us to enforce a claim under this guarantee within three months from the date of expiry of Bid validity, all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liability hereunder.

DATE :

For _____ (indicate the name of Bank)

ANNEXURE-XI



BANK GUARANTEE PROFORMA

1. As agreed under the relevant terms and conditions of Purchase Order Ref dt (hereinafter called the said Purchase Order) between M/s. ITI Ltd., NS Unit, Dooravaninagar, Bangalore-560 016, India. (Hereinafter called the purchaser) and M/s. (Hereinafter called the supplier) for supply of the supplier hereby agrees to furnish a security Deposit against supply performance by way of an irrevocable Bank Guarantee for Rs..... (Rupees8.....) We (indicate the name of Bank) (hereinafter referred to as 'THE BANK' at the request of the supplier do hereby undertake to pay to the purchaser, an amount not exceeding Rs. (Rupees.) against any loss or damage caused to or suffered or would be caused to or suffered by the Purchaser, by reasons or breach by the said supplier of any of the terms or conditions contained in the said Purchase Order.
2. We (indicate the name of the Bank) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the purchaser, by reason of breach by the said supplier of any of the terms and conditions contained in the said Purchase Order or by reason of the supplier's failure to perform the said Purchase Order. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....)
3. The Bank further agrees that the Purchaser shall be the sole judge as to whether the said Supplier has committed any breach or breaches of any of the terms and conditions of the contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Purchaser on account thereof, and the decision of the Purchaser that the said Supplier has committed such breach or breaches and as to the amount or amounts of loss, damage costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Purchaser from time to time shall be conclusive, final and binding on the Bank.
4. We undertake to pay to the Purchaser, any money so demanded notwithstanding any dispute or disputes raised by the Supplier in any suit or proceedings pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
5. It shall not be necessary for the Purchaser to proceed against the Supplier before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the Purchaser may have obtained or obtains from the Supplier.
6. We (indicate the name of Bank) further agree with the Purchaser, that the Purchaser shall have the fullest liberty without our consent and without effecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Purchase Order or to extend time of performance by the said Supplier from time to time or to postpone for any time of from to time any of the powers exercisable by the Purchaser against the said Supplier and to forbear or enforce any of the terms and conditions relating to the said Purchase Order and we shall not be relieved from our liability by reasons of any such variation, or extension being granted to said Supplier or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser, to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier.
8. We (indicate the name of Bank) undertake not to revoke this Guarantee during its currency except with the previous written consent of the Purchaser, in writing.
9. Notwithstanding anything contained in the foregoing clauses, our liability under this guarantee is restricted to Rs.....(Rupees.....) and our guarantee shall remain in force until (Date of expiry of warranty period). Unless a demand is made against us to enforce a claim under this guarantee within three

months from the date of expiry of warranty period, all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liability hereunder.

DATE:

For (indicate the name of Bank)

PLACE:

ANNEXURE-XII

ACCEPTANCE OF TENDER CONDITIONS

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

To ,

Deputy General Manager-MM
NS Unit, F-100
ITI Limited.
Bangalore-560 016

Sub: Design, fabrication, erection of M/s Towers at

1. This has reference to 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 its entirety for the above work.
2. I/we are eligible to submit the bid for the subject tender and I/We are in possession of 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 requisite amount and other documents as per Notice inviting Tender.

Yours faithfully

[Signature of the tenderer]
With rubber stamp

Dated.

ANNEXURE – XIII

AFFIDAVIT

(To be submitted by 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 authority (ies). 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 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 organisations. If this information is found incorrect, ITI Ltd at its discretion may disqualify /reject /termination 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/sdo hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed there from.....and that no part of it is false. Verified atthis.....day of

DEPONENT
ATTESTED BY (NOTARY PUBLIC)

SECTION - VI

1.1. **Scope**

- i. Design, fabrication, galvanizing, transporting to 'site and erection of Ground based self-supporting Tubular Tower including aviation light and lightning protection with earthings for piolet project. The height of towers will range from 20 m to 30 m, as required, for connectivity.
- ii. The work Includes the. provision of accessories such as lightning conductors, photo sensitive aviation obstruction lights, earthing, as per evolved design and 'specifications which will be approved by the user.

1.2. **Design of Towers:**

The towers shall be of self-supporting type and designed to withstand maximum wind pressures prevailing in the proposed locations conforming to the specifications, and the head end wind loads acting perpendicular to the face and also along the diagonal for the maximum wind velocity specified for such locations. The design shall also cater for static and dynamic load of tower, with the limitations of the seismic forces applicable to the actual location. The typical tower details given in the tender however the bidder has to prepare the design and validate the design of towers by any of the recognized institutes.

1.3. **Quality Of Materials:**

The bidder shall ensure that all materials and items used in the fabrication of towers are free from defects and suitable for the purpose for which they are intended, as also in accordance with the ISI Specifications for the relevant works, the materials and various fasteners used in the construction of towers shall be free from/resistant to corrosion, oxidation, termite attack, fungal attack, etc.

It shall be the exclusive responsibility of the contractor to select, procure supply purchase, pay, transport, store, transfer, fabricate, manufacture, erect and or install materials/items required to be procured supplied and erected within the scope of work they are intended and they meet the specifications for the relevant works. Materials brought to site will be subjected to test t random in any reputed laboratory and the result so obtained will be binding on the contractors. The engineer shall be entitled to reject any store, material or item, which is not found in strict conformity with the standard specifications. In case due to non-availability of certain sections, the substitutions deviation in adopted by using higher sections. Payment will be made to the contractor only for the section proposed and approved in the original design. Quality f structural steel shall conform to IS 226 with any latest amendment.

- 1.4. **Fabrication of Materials Galvanization.** The workmanship' shall be in conformity with the established ISI standards for the type involved. Fabrication shall be done with due care to eliminate mismatching of holes. Members with mismatched holes beyond 1.0 mm shall be replaced and those within 1.0 mm shall be made good by reaming and by applying suitable quality zinc rich primer in the workshop. No gas cutting of members for matching will be done

at site under any circumstances. Members shall be of full length and shall not be made good by welding. Galvanizing shall be done strictly as per the relevant IS specifications 2629, 4759,2636[with latest amendments] and will be got inspected by the ITI representative at the time of execution.

1.5. Tower Accessories. Tower includes accessories such as ladder, cage at the appropriate level, platforms, antenna fixtures, wave guide, and rack from, the foot of tower to the building and any other work similar nature forming part of tower. Provision for fixing at least six antennae of Army field radio relay equipment will be made.

1.6. Earthing.

Making earth stations by supplying all required materials like 600 x600mm copper earth plate, copper strip, CI cover, Charcoal, GI pipe etc., as per IS 3043 including back filling and construction of earth pit chambers. This work also includes running of copper strip from each leg of the tower to earth pit and from lightning arrestor the earth pit.

- i) Each tower leg shall be independently earthed and shall also be looped with the other legs by a suitable strip to form an integral part.
- ii) The twilight switch shall be outdoor (pole Mounting) model with automatic light control unit in aluminum cast weather-proof enclosure working on 230 V AC single phase with 25 Amps electro-magnetic relays.

1.7. Erection of Tower and Antenna. Tower erection shall follow the schedule of sequence. Every bay erected shall be properly secured with bolts and nuts and the work left unfinished each day shall be secured with guy ropes etc before leaving the site to ensure that the members which are free do not get displaced on account of possible wind pressure or storms during the absence of erectors. Derricks of adequate strength shall be deployed for erection of Antenna to ensure the safety of material and workmen. The fibre ropes/Hessian ropes shall be tested for strength before using them on work.

Lightning arrestor and conductor should be provided.

Earthing of tower should be kept away from the equipment and building earth.

The work shall be executed in strict accordance with the accepted conditions of contract, bill of quantities, specifications and orders as may be issued by the Engineer-in-Charge and his representatives.

The location of towers in general are as per the table enclosed.

Note: There are two number of the antenna/ODU/Radio equipment having approximate size about 0.6 mtrs.

The above is only provisional and likely to vary. The actual location precise height of tower and actual type and number of antennae to be mounted on each tower will be furnished at the time of award of work.

The work includes the provision of accessories such as lightening conductors, aviation obstruction lights and earthing etc., as per the schedule attached.

2.1 DESIGN OF TOWERS.

Self-supporting towers shall be designed to conform to relevant standards to withstand maximum wind pressure prevailing location and the dead and wind loads perpendicular to the face and also along the diagonal for the maximum wind velocity specified in latest ISI specification for such locations. Besides the above, the design should cater for static and dynamic analysis with the limitations of the seismic forces applicable to the actual location. The analysis should be such that they can be cross-checked by computer analysis.

The designs made by the contractor shall be got cross-checked by the contractors using computer analysis for structural stability from any of the recognized institutes.

And Obtain clearance from them before the drawings are issued for fabrication/construction. Necessary Proof Check certificates will be to be produced to I.T.I. The contractor shall bear all the expenditure on this account. (If any modifications are suggested by the institute CONTRACTOR's consequent upon its cross check the same will be got incorporated by the contractor at no extra cost.

Designs shall be made for the supporting steel tower structures and also its foundations. The foundation shall be based on the soil data that would be assessed by the contractor for its execution. The details there of shall be submitted for each station in 6 hard and one copy in electronic form in a CD copies for each station. The cost of the design if tower foundation, its cross check by the recognized institute and supply of drawings thereof, will be deemed to have been included in the item no. 1nof schedule of quantities and no extra charges will be payable on this account.

2.2 QUALITY OF MATERIALS:

The contractor shall guarantee and ensure that all materials/stores/items supplied for incorporation in the tower work are free from defects and suitable for the purpose of which they are intended and they meet the specifications for the relevant works. Materials brought to site will be subjected to test at random in any reputed laboratory and the result so obtained will be binding on the contractor. The engineer shall be entitled to reject any store material or item, which is not found in strict conformity with the standard specifications. In case due to non-availability of certain sections, the substitution/sectional deviation in adopted by using higher section proposed and approved in the original design. Quality of structural steel shall conform to IS:226

2.3 FABRICATION-MATERIALS AND GALVANIZING:

The workmanship of the contractor shall be of the highest order and shall be conformity with specification and established standards for the type involved. Fabrication shall be done with due care to eliminate mismatching of holes.

Members with mismatched holes beyond 1.0mm shall be replaced and those within 1.0mm shall be made good by reaming and made good by applying suitable quality zinc rich primer in the workshop. No gas cutting of members for matching will be allowed at site under any circumstances.

Members shall be of full length and shall not be made good by welding.

Galvanizing shall be got done strictly as per ISI specifications 2629,4759 and 2636 and will be got inspected by the ITI representative at the time of execution.

2.4 FASTENERS:

Shall strictly conform to IS 1367 and shall be galvanized in accordance with IS:5358.

2.5 PAINTING:

The zinc Chromate primer shall conform to IS:2074 and stand the test as per IS:104. The synthetic enamel shall be superior quality and conform to IS: 2932

Sample of paints brought at site will be collected at random and sent to any of the reputed laboratories and the results so obtained will be binding on the contractor. The cost incurred on testing will be borne by the contractor.

The tower will be painted alternatively with synthetic enamel paint of colours-International orange and white. The top most portion and bottom most portion should be painted with international Orange colour. The depth of band can be anywhere between 4 meters and 6 meters depending upon the location of bracing etc.

2.6 TOWER ACCESSORIES:

Tower includes accessories such as ladder, cage appropriate level platforms, Antenna Fixtures, Wave Guide Rack with cover from the foot of tower to the building and any other work similar nature forming part of tower.

2.7 EARTHING:

Making earth by supplying all required material like 600 * 600mm copper earth plate, copper strip, CI Cover, Charcoal GI Pipe etc., as per IS:3043 including back filling and construction of earth pit chambers. This work also includes running of copper strip from each leg of the tower to earth pit and from lightning arrestors to the earth pits.

Earthing shall strictly conform to IS: 3043. Each leg shall be independently earthed and shall also be looped with the other legs by suitable strip to form an integral part and the lightning arrestor shall also be earthed as per standard specification.

The twilight shall be out door (pole mounting) model with automatic light control unit in Aluminum Cast Weather Proof enclosure working on 230V AC single phase with 25 Amps. Electro Magnetic Relays.

2.8 BASE PLATES:

Should be ensured that the tower stubs along with base plates rests fully on the base of column foundation. If any space is left out owing to erection problems, the same will have to be made good by the contractor at their own cost.

2.9 ERECTION OF TOWER AND ANTENNA:

Tower Erection should follow the schedule of sequence. Every bay erected should be properly secured by bolts and nuts and the work left unfinished each day shall be secured with guy ropes etc., before leaving the site to ensure that the members which are free do not get displaced on account of possible wind pressure or storms during the absence of erectors. Derricks of adequate strength shall be deployed for erection of Antennae and ensure the safety of material and work men. The Fiber Ropes/Hessian Ropes shall be tested for strength before using them on work.

If, on account of improper handling, negligence or the use of substandard hoisting equipment, the Antennae get damaged, the rectifications or replacement of Antennae will be got done at the cost of the contractors.

2.10 INSURANCE:

The contractor shall take an insurance policy/policies at his cost with the approved insurance agencies covering all the store materials and finished tower while these stores, materials and finished tower while these stores, materials and finished towers are in transit to site, in storage and under erection at site till the system is commissioned and handed over to the employer by contractor. It shall be the exclusive responsibility of the contractor to keep the policy in force and lodge claims for damages with the insurance agency and get the claims settled.

2.11 TAXES AND DUTIES:

The rates quoted shall inclusive all the taxes, duties, import, excise duty and any other levies imposed by State/Central Government from time to time.

2.12 COMPLETION CERTIFICATE:

On completion of work, the contractor shall intimate to the employer at least 15 days in advance enable the employer to jointly inspect the work. After such joint inspection and on finding that if the work has been completed satisfactorily, contractor shall take up immediately such steps as to rectify removing the defects to the entire satisfaction of the engineer.

2.13 NO CLAIM CERTIFICATE:

The contractor shall not be entitled to make any claim whatsoever against the employer under or by virtue of or arising out of the contract, nor shall the employer entertain or consider any such claim, if made by the contractor after he shall have signed a 'No Claim Certificate' in favor of the employer in such form as shall be required by the employer after the works are finally accepted and paid for.

2.14 GUARANTEE:

Guarantee is lieu of any warranty conditions or liability implied by law, your liability in respect of any defect of material and workmanship or failure of goods supplied or for any loss, injury or damage attributed thereto should be limited to making good by replacement or repair of such defects which under proper use appear therein and arise solely from faulty material or workmanship within 24 months from date of completion at the termination of which, all liabilities on contractor's part cease, provided always that defective parts/goods are properly returned together with the details of defects/ failures. The repaired or new parts to be delivered free of charge to the delivery point. Subject to the above, as provided, contractors should guarantee that the workmanship of the goods supplied shall be of good quality and in conformity with the specifications as stated in the contract and shall be capable of fulfilling the prescribed function provided that the buyer and its personnel shall duly comply with the normal maintenance and operational instructions. This guarantee will be valid for a period of 24 months from the date of completion. If we find any defect/s and shortcoming/s in the goods during the guarantee period, we shall notify immediately to the contractor about the defect/s or the shortcoming/s noticed. The contractor, at their own cost and as soon as possible thereafter, repair and/or rectify the defects and/or shortcoming/s as notified provided all such defect/s and shortcoming/s not having been caused due to normal wear and tear in the course of operation and/or to be failure on the part of the buyer to comply with maintenance and operation instructions given by the contractor from time to time.

3. SAFETY CODES

1. Suitable scaffolds shall be provided for workmen for all work that cannot safely be done from the ground or from solid constructions except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if ladder is used for carrying materials as well, suitable footholds and hand holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 14 (1/4 horizontal and 1 vertical).
2. Scaffolding or staging more than 3.25 meters above the ground or floor, swing or suspended from an overhead support, shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platform, gangways, and stairways shall be so constructed that they do not sag unduly or unequally, and if height of a platform or gangway or stairway is more than 3.25 meter above ground level or floor level, it shall be closely boarded, have adequate width and be suitably fenced as described in 2 above.
4. Every opening in floor of building or in a working platform shall be provided with suitable means to prevent fall of persons or materials by providing suitable fencing or railing with a minimum height of 1 meter.
5. Safe means of access shall be provided to all working platforms and other places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 meters in length. Width between side rails in a run ladder shall in no case be less than 30 cm for ladders up to and including 3

Meters in length. For longer ladders, this shall be increased at 6mm. for each additional 30 cm of length. Uniform step spacing shall not exceed 30 cm. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The sub-contractor shall provide all necessary fencing and lights to protect public from accidents and shall be bound to bear expenses of defense of every proceedings at law that may be brought by any person for injury sustained during the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the sub-contractor be paid to compromise any claim by any such person.

6. EXCAVATION AND TRENCHING:

All trenches, 1.5 meters or more in depth, shall at all times be supplied with at least one ladder for each 20 meters in length or fraction ladder shall be extended from bottom of trench to at least 1 meter above surface of the ground, sides of a trench which is 1.5 meters or more in depth shall be stepped back to give suitable slope of security held by timber bracing, so as to avoid the danger of sides collapsing, excavated material shall not be placed within 1.5 m of edge of trench or half depth of trench, whichever is more, cutting shall be done from top to bottom. Under no circumstances shall undermining or undercutting be done.

7. DEMOLITION: Before any demolition work is commenced and also during the process of the work.

- a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by operator shall remain electrically charged.
- c) No floor, roof, or other part of a building shall be over loaded with debris or materials as to render it unsafe.

8. All necessary personal safety equipment as considered adequate by the Engineer-in-charge shall be available for use of persons employed on the site and maintained in a condition suitable for immediate use, and the sub-Contractor shall take adequate steps to ensure proper use of equipment by those concerned.

- b) Workers employed on mixing asphalted materials, cement and lime mortars concrete shall be provided with protective footwear and protective goggles.
- c) Those engaged in handling any material, which is injurious to eyes, shall be provided with protective goggles.
- d) Those engaged in welding works shall be provided with welder's protective eye-shields.
- e) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

When worker are employed in sewers and manholes, which are in use the Contractor shall ensure that manhole covers are opened and manholes are ventilated it for an hour before

workers are allowed to get in to them, Manholes so opened shall protected off with suitable railing and provided with warning signals or boards to prevent accident to public.

- f)** The Contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Whenever men above age of 18 are employed on the work of lead painting the following precautions shall be taken.
- i)** No paint containing lead or lead products shall be used except in the form of paste or readymade paints.
 - ii)** Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
 - iii)** Overalls shall be supplied by the Contractor to workers and adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
- 9.** When work is done nearer any place where there is risk of drowning, all necessary equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision made for prompt first aid and treatment of all injuries likely to be sustained during the course of the work.
- 10.** Use of hoisting machines and tackle including their attachments, anchorage and supports shall confirm to the following.
- a)**
 - i)** There shall be good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good working order and properly maintained.
 - ii)** Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
 - b)** Every crane operator or hoisting appliance operator shall be properly qualified and no persons under age of 21 years shall be in charge of any hoisting machine including any scaffold to give signals to operator.
 - c)** In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension, safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any geared referred to above in the paragraph shall be loaded beyond safe working load except for the purpose of testing.
 - d)** In case of a hoisting machine, safe working load should be verified by the Engineer-in-charge assigned to such Contractor's machines the Contractor shall get checked working load of each machines to Engineer-in-charge whenever he brings it to site of work and get it verified by the Engineer-in-charge.

- 11.** Motors gearing, transmission, electric wiring and other dangerous parts of hoisting appliance shall be provided with efficient safeguards, hoisting appliances shall be provided with such means as will reduce to the minimum risk of accidental descent of load. Adequate precautions shall be taken to reduce to the minimum risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations that are already energized, insulation mats, working apparel such as gloves, sleeves and boots, as may be necessary, shall be provided; workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
- 12.** All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.
- 13.** These safety provisions shall be brought to the notice of all concerned by display on a notice board at a prominent place at the workshop. Persons responsible for ensuring compliance with the safety codes shall be named therein by the sub-Contractor.
- 14.** To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the sub-Contractor shall be open to inspection by the Engineer-in-charge or his representatives and the Inspecting Officers as defined in the Contract Labour Regulation.
- 15.** Notwithstanding the above conditions 1 to 14, the Contractor is not exempted from the operation of any other Act or Rule in force.

SECTION 3 PART B

Technical Specification

The equipment shall conform to the Technical Specification as mentioned in this section. The technical parameter of the equipment shall be meeting the extent of full of the latest TEC GR for that equipment. In cases where TEC GR does not exist International Standards (like ISO, ITU, IEEE, EIA etc.) may also be adopted. The equipment shall meet the specification drawn in this section also in such cases.

1. 60M/40M/30M/20 M Ground Based Tower

- 1.0 **GENERAL:**
- 1.1 Supply of Tower material is to be as per GR and bulk Quality Testing (QA) will be done by BSNL at supplier's premises.
- 1.2 BSNL will designate a Nodal Officer for the work.
- 1.3 The IaaSP shall depute Graduate Civil Engineer (hereinafter the Engineer) having minimum 5 years of field experience to supervise the tower foundation and erection work and to record measurements.
- 1.4 The clear site shall be provided by the BSNL.
- 1.5 IaaSP shall prepare the lay out plan and BSNL will approve the lay out plan.
- 1.6 Ordinary Portland Cement of 43 grade (IS 8112:1989) shall be used.
- 1.7 Steel reinforcement Thermo Mechanical treated (TMT) Fe 415 as per IS 1786 or higher grade, BIS marked can be used from approved producer of following manufacturers, however, for higher grades no extra payments shall be made:
(a) SAIL; (b) Tata Steel; (c) RINL; (d) JSW Steel Ltd; (e) Jindal Steel & Power Ltd.
- 1.8 The work shall be supervised and executed by the BSNL as per the extant guidelines/procedures followed in BSNL for its own works including testing of material etc. and all the records shall be maintained accordingly.
- 1.9 The entire foundation work shall in general conform to the CPWD Specifications for Works 2019 (Volume I & II) with all correction slips issued up to date as on the date of opening of tenders and description in the Schedule of Quantities, special conditions, latest relevant Bureau of Indian Standard codes, drawings etc.
- 1.10 All quality Control & Quality Assurance measures as per extant procedure in BSNL shall be followed for the works.
- 1.11 The IaaSP shall submit the Anchor bolts test report of the manufacturer to BSNL.
- 1.12 The rate for every item of work to be done under this contract shall be for all heights, depths, lengths and widths of the structure (except where specially mentioned in the item) and nothing extra will be paid on this account.
- 1.13 The IaaSP shall maintain in good condition all work during execution till

completion of entire work allotted to him.

- 1.14 The laaSP shall cause the site to be cleared thoroughly of rubbish, scaffolding materials etc. before the actual date of completion of the work as well as time to time as per directions of the Engineer-in-charge of the work.
- 1.15 The laaSP shall make his own arrangement for obtaining water and electrical connection, if required and make necessary payments directly to the department concerned.
- 1.16 The laaSP shall be responsible to arrange at his own cost all necessary tools and plants required for execution of the work.
- 1.17 The rate of all items of work, shall, unless clearly specified otherwise, include cost of all labour, material and other incidental inputs involved which are essential to complete the work as per entire satisfaction of the Engineer-in-Charge.
- 1.18 Whenever any reference to any Indian standard specifications occurs in the documents relating to this contract the same shall be inclusive of all amendments issued thereto if any, up to the date of receipt of the tender.
- 1.19 The laaSP shall take instruction from the Engineer-in-Charge regarding collection and stacking of materials at any place.
- 2.0 TOWER FOUNDATION:**
- 2.1 The laaSP shall excavate the foundation as per approved layout of required length, width and depth as given in the structural drawing to be provided by the Engineer-in-Charge.
- 2.2 The structural drawing of the tower foundation of **GR NO. :GR/TWR-11/01. DEC2004** Shall be used.
- 2.3 During/completion of excavation, if the Engineer-in-charge feels that the SBC of the soil is less than that specified in the GR, then:
(a) The laaSP shall get the soil investigation of the site done by NABL approved labs;
(b) The laaSP shall ensure to get the foundation design redesigned from the reputed structural designers and approved by Structural Engineering Research Centre (SERC) Chennai.
(c) No extra payment for soil investigation/redesign of structural foundation/variation in cost of foundation shall be allowed to the laaSP.
(d) The decision of BSNL shall be final and binding to the laaSP.
- 2.4 The laaSP shall intimate in advance the date on which excavation is going to start. The work shall be inspected jointly by BSNL and laaSP.
- 2.5 On completion of excavation, the BSNL designated officer shall co-relate

the Safe bearing capacity of soil vis-à-vis stipulated in foundation drawing. In case SBC of soil is less, same be intimated to BSNL for necessary decision in the matter.

- 2.6** Bar bending schedule and measurements of steel reinforcement shall be submitted by engineers of the IaaSP and the same shall be verified by BSNL as per drawings before execution and preserved for office records.
- 2.7** In order to ensure the requirements of quality assurance, Various site registers such as site register, cement register, steel register, material testing register, hindrance register etc. in order to ensure quality assurance shall be maintained as per extant procedure.
- 2.8** In respect of hidden items like steel reinforcement etc., guidelines as given in CPWD works manual shall be followed for execution. Measurements of steel reinforcement and RCC shall be submitted by the Engineer of the IaaSP to BSNL and the same shall be verified by BSNL as per drawings before execution.
- 2.9** The material shall be tested at specified laboratories in accordance with CPWD specifications. The cost of samples, packaging, its cartage and testing charges to the test lab shall be borne by the IaaSP.
- 2.10** Potable drinking water shall be used for RCC construction.
- 2.11** The work shall specifically be checked jointly by the Engineer in charge of BSNL or his authorized representative i.e. designated officer of BSNL and the Engineer of the IaaSP at the following stages. The below guidelines constitute the minimum protocol, however, if required, more joint inspection can be carried out in order to ensure a quality of work. The BSNL shall decide the inspection procedure and checks to be applied for timely completion of the work.
- 2.11.1** At the time of giving the layout plan of foundation at the site vis-a-vis checking the Safe bearing capacity of soil.
- 2.11.2** Depth of foundation & size/thickness of lean concrete
- 2.11.3** Reinforcement placing.
- 2.11.4** Casting of tower foundations.
- 2.11.5** Placement of Anchor bolts in foundation and checking of center to center distances and casting of same etc. Anchor bolts shall be embedded and cast monolithically with concrete as per approved drawings.
- 2.12** On completion of tower foundation work, Acceptance Testing will be done by BSNL.
- 3.0** **ERECTION OF TOWER:**
- 3.1** Erection of the tower and painting shall be done through specialized agencies only and all safety precautions shall be taken in accordance with safety code for erection of structural steel work (IS: 7205).
- 3.2** Rate includes cost of all operations involved in hoisting and erection of tower including hire charges of tools, plants and machineries etc. and is inclusive of cost of all type of labours including skilled, unskilled, highly skilled labours, technicians, etc, with insurance premium of all the workers employed by the IaaSP and also includes straightening of any bent tower

materials, matching holes of members/gusset plates and nothing extra will be paid on any account whatsoever.

- 3.3** The erected tower will have to meet the tower erection standards of BSNL and any deficiency/discrepancy/deviation in erected tower pointed out by the testing authority during acceptance testing (A/T) of the same, will have to be rectified.
- 3.4** Tower Erection may have to be carried out in habitat areas; hence the laaSP has to ensure extreme precaution during the execution of the work to prevent any accident/injury/harm/damage to any human or animals or property or trees and plants, etc, at all cost. If any mishap happens due to negligence of the laaSP, he will be held sole responsible for the damage and will have to face the law and bear the cost as well.
- 3.5** The laaSP executing the erection of towers should take all precautions to see that no damage occurs to the adjoining structures while executing the work. Also, all the workers on the execution site should be adequately insured along with third party insurance for any unforeseen injury to passerby or occupants of adjoining buildings. laaSP shall be solely responsible for any mishap on these accounts.
- 3.6** The site of work may be changed by the BSNL due to exigencies of the service within/adjoining revenue districts for which nothing extra shall be payable except the approved contract rates.
- 3.7** It shall be ensured that structural components with correct markings as indicated in drawings are used in the correct position.
- 3.8** At the base connections the foundation bolts shall be located correctly using templates and grouted ensuring that all templates are in one horizontal plane. After erection of the first panel, its verticality shall be checked and corrected if necessary.
- 3.9** Further erection work shall proceed panel-by-panel, bolts and nuts shall be finally tightened up to the torque specified using torque wrenches. Verticality of the tower

shall be checked after complete erection of each panel. Each panel shall be completed in all respects and shall have the approval of the Engineer-in-charge before proceeding to the next panel.

- 3.10** If a panel is to be left incomplete, it shall be ensured if necessary by erection of temporary bracings that all the members erected form a stable configuration, sufficient to withstand dead load and wind loads.
- 3.11** The joint shall be made by drawing the light members into position with barrel drifts. Drifts may be used on the heavier members only to secure them in the correct position. No member shall be force fitted. Any error in steel work, which prevents the assembly and fitting up to the parts by the proper use of drifts, shall be investigated immediately. If any defect or deficiency in the member comes to notice, the same shall be rectified as per directions of the Engineer-in-Charge.
- 3.12** Packing plates shall be provided at the joints as shown on approved drawings in order to make up for the change in the thickness of the parts joined. No other packing plates shall be used.
- 3.13** Hot dip galvanized bolts and nuts and washers of grade 5.6 shall be provided in all connections involving leg member's main diagonals as well as horizontal through intersection of the main diagonals in k brace, panels and plain bracings
- 3.14** Hot dip galvanized contact surfaces of joints provided with hot dip galvanized bolts nuts and washers shall be free of oil, paint and lacquer or other coatings and shall be scored by wire brushing or light blasting after galvanization and prior to assembly.
- 3.15** Bolts used for connections shall not be less than 12mm dia. And the length shall be such that not more than half of the pitch of the thread lies inside the grip length. The threaded portion of the bolt shall protrude by not less than 3mm beyond the lock nut after it has been fully tightened.
- 3.16** Bolts and nuts shall be tightened by using the part turn method. The nut shall be brought to the snug, tight position after which it will be given a further half to one turn depending upon the length of the bolt. In joints with several fasteners all the nuts bolts shall be brought to the snug tight position, before tightening further systematically. The nut rotation from snug tight condition is given in the table below:

NUT ROTATION FROM SNUG TIGHT CONDITION

Bolt length (as measured from underside of head to extreme end of point)	Bolts faces Normal to bolt axis.	One face normal To bolt axis & other face sloped not more than 1:20 (bevel washer not used)	Bolt faces slope not more than 1:20 from normal to bolt axis (bevel washers not used).
Up to including 4 dia.	1/3 turn	1/2 turn	2/3 turn
Over 4 dia. But not exceeding 8 dia.	1/2 turn	2/3 turn	5/6 turn
Over 8 dia. But not exceeding 12 dia.	2/3 turn	5/6 turn	1 turn.

- 3.17** Alternatively, nuts may be tightened using a calibrated wrench so that the proof load of the bolt specified in IS 1367 is achieved “snug tight is defined as the tightness attained by a few impacts of an impact wrench or the full effort of a man using an ordinary spud wrench. Following this initial operation, bolts shall be placed in remaining holes in the connection and brought to a snug tight position”.
- 3.18** IaaSP has to ensure that plain/spring washers/check nuts are provided on each member as per drawing.
- 3.19** IaaSP has to confirm after erection of tower that the tilt, twist and rotation of the tower

are within specified limits. IaaSP also has to check the verticality of the tower after erection.

3.20 Damaged components of the steel work should be rectified as per directions of the Engineer-in-charge minor damages to the galvanizing shall be made good by cleaning the damaged portion free of all rust and applying a zinc rich paste to the same thickness as the original coat of galvanizing.

3.21 Members of components, which are dented, bent or twisted in transit or by handling during erection shall not be used on work but shall be replaced as directed by the Engineer-in-Charge.

3.22 VERTICALITY TOLERANCES:

3.22.1 The verticality of towers of different heights shall be within the provisions of Table- 1(III)(b) of IS:12843:1989, viz. $+ H / 1000$ or ± 20 mm (whichever is less) and $H/1500$ or ± 25 mm (whichever is less) for towers up to and including 30M height and over 30M height respectively. (H refers to the height of the tower).

3.23 WAVE GUIDE/ CPRI Cable:

3.23.1 A tray of galvanized G.I. angle and flats of 120 mm width shall be provided to carry the feeder cables from Antenna fixed at top of tower up to the BBU. This shall not bend sharply at right angles at turning point to avoid damage to running feeder cables.

3.23.2 Waveguide/CPRI cable is provided in towers to carry the feeder cables from Antenna fixed at top of tower up to Transmission room. It is a tray of galvanized M.S. angles and Flats of 120mm width.

3.23.3 Waveguide/ CPRI cable should enter straight into the termination at last length.

3.23.4 Precaution should be taken to avoid twisting of the wave-guide while tightening the nut of the termination flange.

3.23.5 Twisting can be permissible by an amount of 1 over 5 meters of waveguide length.

3.23.6 Bend in the wave-guide should be less than 2M diameters.

3.23.7 Wave-guide should be clamped suitably at all the stages on the wave-guide rack and at proper places at approx. every 2 meters length in the bend portion.

3.23.8 It should be inclined towards the tower side and not towards BBU.

3.23.9 It should not touch/but against the BBU wall or otherwise it should be insulated or it is 15 cm away from the BBU Wall.

4.0 PAINTING:

4.1 Painting of galvanized steel towers is required to give additional protection and to give 'Day warning' as per additional protection and civil aviation specifications. Painting shall be done by specialized agencies only and all safety precautions shall be taken in accordance with the safety code for erection of steel tower.

4.2 Painting of 40/20 m high self-supporting tower with two coats of synthetic enamel paint of approved brand and manufacture as per international Civil aviation rules (International white & orange) over one coat of Zinc Chromate Yellow primer all as per direction of BSNL. The rate is inclusive of painting of all tower materials including platform, antenna mount, ladder, vertical and horizontal tray, post etc. and will have to get insurance premium of all the workers employed by him on painting.

4.3 CLEANING:

4.3.1 Dust, grease and rust on galvanized tower members, namely angles, tees, plates, railing, ladders, racks etc. shall be removed by wire brushing and cleaned with a piece of cloth.

Serial No.		Item Description		REF NO. NSU 2K32Y		PRICE BID FORMAT							Annexure III	
				Quantity	Unit	Basic Unit Price	HSN Code for the Item	Basic Unit Price X Quantity	Packing/ Forwarding Charges (If Any)	Freight/ Insurance Charges (If Any)	Total 7 + 8 + 9	% of GST for corresponding HSN Code	GST Amount	Total Value 10 + 12
1	2	3	4	5	6	7	8	9	10	11	12	13		
		VENDOR NAME												
		SUPPLY OF												
1	TOWER 20 Meter - Fabrication, Transport, Supply & Erection of GBT including supply of materials and execution of foundation work	6	Nos.											
2	TOWER 30 Meter - Fabrication, Transport, Supply & Erection of GBT including supply of materials and execution of foundation work	2	Nos.											
3	TOWER 40 Meter - Fabrication, Transport, Supply & Erection of GBT including supply of materials and execution of foundation work	3	Nos.											
4	TOWER 60 Meter - Fabrication, Transport, Supply & Erection of GBT including supply of materials and execution of foundation work	1	Nos.											

Note: There may be changes in the number of towers/height of the tower and the locations. Suitable amendments will be published in advance as applicable.



NSU 2K 329

Annexure - IV

BID SECURING DECLARATION FORM

To
The ITI LIMITED
xxxxxxx Unit
xxxxxxx

Date: _____
Tender No. xxxxx/xxxx/xxx/xx/ dated ...xx.20xx

Subject: Tender No: xxxxx/xxxx/xxx/xx/ dated ...xx.20xx for THE _____

We, the undersigned, declare that:

1. I/We understand that, according to the conditions of tender, bids must be secured with a bid security as provided in the tender or to be supported with a Bid-Securing Declaration.
2. Accordingly, in lieu of Bid security, I/We unconditionally declare that:
 - (a). I/We will follow all the conditions of this tender secured with the Bid Security.
 - (b). I/we will not alter or change any of the conditions during the bid validity and after the award of Tender, if declared successful.
 - (c). I/We will abide by all the terms and conditions of the tender.
 - (d) I/we fully understand that I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting/Suspension Order.
 - (e) I/we will pay the applicable fine or damages as provided by any stipulation or guidelines from the appropriate authority in this regard for the violation of Bid Securing Declaration; and,
 - (f) I/We undertake to comply above, without prejudice to other legal action or remedies ITI Ltd. may have, to secure itself from the damages and losses incurred due to the act of violation by undersigned company/entity.

Duly authorized to sign the bid for and on behalf of:
[Insert complete name of Bidder]

Dated on _____ day of _____

Corporate Seal (where appropriate)

[insert date of signing]



“हिंदी केवल एक भाषा नहीं बल्कि हमारी राष्ट्रीय पहचान है।”

आईटीआई लिमिटेड

नेटवर्क सिस्टम्स यूनिट - वित्त

दूरवाणीनगर, बेंगलूर - 560 016, भारत

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CIN No.: L32202KA1950GOI000640

ITI LIMITED

Network Systems Unit - Finance

Dooravaninagar, Bangalore - 560 016, India

Phone : +91 (80) 2566 0503

: +91 (80) 2565 1714

E-mail : cfm_nsu@itilttd.co.in

GSTIN No.: 29AAACI4625C2ZU

MANDATE FORM FOR PAYMENT

- | | |
|--------------------------------|--|
| 1. Beneficiary Name & Address: | ITI Limited, Network Systems Unit
Dooravaninagar, Bangalore 560 016 |
| 2. Bank, Branch Name & Address | State Bank of India
Industrial Finance Branch, Residency Road,
Bangalore - 560 025 |
| 3. Bank Account Number | 10637729843 |
| 4. Bank MICR Code | 560002016 |
| 5. Bank RTGS/ IFSC Code | SBIN0009077 |
| 7. Type of Account | CC A/C |
| 8. PAN NO. | AAACI4625C |

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

Yours faithfully

For ITI Limited, N.S. Unit

Kanchana

KANCHANA

KANCHANA

Authorized Signatory

Network Systems Unit.

ITI Limited, Dooravaninagar,
Bangalore - 560 016.