



**Network Systems Unit**

(A Govt. of India Undertaking)

Dooravaninagar. P.O. Bengaluru – 560 016

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**CIVIL ENGINEERING DEPARTMENT**

**TENDER**

**FOR**

**Construction of Self-Supporting Steel Structural Towers for National  
Importance project (Two Bid System)**

Last Date and Time for submission: 10/02/2021, 11.00 Hrs

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

Tenderer:

Shri/ M/s .....  
.....

AGM Civil  
F 100 Building (GF)  
Doorvaninagar,  
NS Unit, ITI Limited  
Bangalore - 560 016.

**TENDER FOR "CONSTRUCTION OF SELF SUPPORTING STEEL STRUCTURAL TOWERS FOR NATIONAL IMPORTANCE 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 120 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:.....

**ITI LIMITED**

**Signature of the bidder**

**Table A: Locations of Towers**

| Sl.No. | STATE             | DISTRICT            |
|--------|-------------------|---------------------|
| 1      | J&K               | KUPWARA             |
| 2      |                   | KUPWARA             |
| 3      |                   | BARAMULLAH          |
| 4      |                   | BARAMULLAH          |
| 5      |                   | RAJOURI             |
| 6      |                   | RAJOURI             |
| 7      |                   | RAJOURI             |
| 8      |                   | RAJOURI             |
| 9      | PUNJAB            | TARN TARAN          |
| 10     | UTTARKHAND        | PITHORGARH          |
| 11     |                   | PITHORGARH          |
| 12     |                   | PITHORGARH          |
| 13     |                   | BAGESHWAR           |
| 14     |                   | DEHRADUN            |
| 15     | WEST BENGAL       | JALPAIGURI          |
| 16     |                   | KALIMPONG           |
| 17     | ASSAM             | LAKHIMPUR           |
| 18     |                   | DHEMAJI             |
| 19     | SIKKIM            | KALIMPONG           |
| 20     |                   | NORTH SIKKIM        |
| 21     |                   | NORTH SIKKIM        |
| 22     |                   | NORTH SIKKIM        |
| 23     |                   | NORTH SIKKIM        |
| 24     | ARUNACHAL PRADESH | UPPER SUBANSIRI     |
| 25     |                   | UPPER SUBANSIRI     |
| 26     |                   | UPPER SUBANSIRI     |
| 27     |                   | UPPER SUBANSIRI     |
| 28     |                   | LOWER SIANG         |
| 29     |                   | TAWANG              |
| 30     |                   | WEST SIANG          |
| 31     |                   | WEST SIANG          |
| 32     |                   | WEST SIANG          |
| 33     |                   | WEST SIANG          |
| 34     |                   | LOHIT               |
| 35     |                   | LOWER DIBANG VALLEY |
| 36     |                   | *                   |

**Note: \* The location is tentative in the state of Arunachal Pradesh**

**The detailed site location will be handed over after submission of signed Non-Disclosure Agreement**

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

| SL NO | DESCRIPTION  | INFORMATION   |
|-------|--|---|
| 1     | REFERENCE NO. OF TENDER DOCUMENT   | NSU/CIVIL/ASC-4/Tower/005/101 dated 19-01-2021  |
| 2     | DATE OF UPLOADING OF TENDER DOCUMENT                                     | 19-01-2021  |
| 3     | MODE OF SUBMISSION OF TENDER   | E-tender  |
| 4     | LAST DATE & TIME FOR SUBMISSION OF BIDS                                  | 10-02-2021 BEFORE 11: 00 AM   |
| 5     | PRE BID MEETING  | 29-01-2021  |
| 6     | DATE & TIME OF OPENING OF TECHNICAL BIDS                                 | 10-02-2021 AT 11:30 AM  |
| 7     | OPENING OF FINANCIAL BIDS  | WILL BE INTIMATED LATER   |
| 8     | COST OF TENDER DOCUMENT  | Rs.10000.00 [Ten thousand only-Exclusive of GST @ 18%]                                      |
| 9     | EARNEST MONEY DEPOSIT (EMD) IN THE FORM OF DEMAND DRAFT/ BANKERS CHEQUE. | <b>Rs. 90 Lakhs</b>   |
| 10    | FINANCIAL TURNOVER   | <b>Rs. 45 Crs.</b>  |
| 11    | SOLVENCY CERTIFICATE VALUE   | <b>Rs.18 Crs.</b>   |
| 12    | ADDRESS FOR BID SUBMISSION   | <b>Deputy General Manager-Civil, F-100. N.S Unit, Doorvaninagar, Bengaluru 560 016</b>      |
| 13    | SECURITY DEPOSIT   | <b>10% OF CONTRACT VALUE [3% performance guarantee and 7% recovered from Running bills]</b> |
| 14    | VALIDITY   | <b>120</b> days from the last date of submission of bid                                     |
| 15    | PERFORMANCE GURANTEE   | 3% OF CONTRACT VALUE  |
| 16    | TIME ALLOWED FOR COMPLETION  | Twelve Months (Five months from the date of handing over of sites for each tower)           |
| 17    | ESCALATION   | NIL   |
| 18    | CONTACT PERSON   | ANIL KUMAR SRIVASTAVA – AGM CIVIL<br>A S NAGESH – DGM CIVIL<br>Between 10 Hrs to 15:30 Hrs  |
| 19    | ESTIMATED COST   | Approx. 45.5 Crs.   |

**Note:** The tender documents can be downloaded from the Company web site [www.itiltd.in](http://www.itiltd.in) or <https://www.tenderwizard.com/ITILIMITED> and from Government portal [eprocure.gov.in](http://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](http://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 OF M/W TOWERS)

ITI Ltd invites item rate offers from reputed tower execution agency for the tender comprising of works like designing, supply and erection of tower including soil investigation for tower foundation and associated works. 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:

Mega Communication Project of the Company which will be in Northern India, Western India, Northeastern states.

### 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 100 ground based Towers [height more than 30mtrs] during the last 5 years either in microwave tower or HT towers.
- ii) The applicant should have successfully designed, manufactured, supplied, erected and commissioned at least 5 ground based Towers [height more than 30 mtrs] each in J&K, Uttarakhand and Northeast region during the last 5 years.
- iii) Experience as above should include at least four tower of 80 mtrs -100 mtrs height
- iv) Manufacturing facility: The applicant should have own manufacturing unit including hot dip galvanizing facility as per relevant IS of Bureau of Indian standards.
- v) 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.***
- vi) 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 5 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.
- ii) Net worth of the Company as on 31<sup>st</sup> march of Previous Financial year should be positive.

- iii) **Bank Solvency Certificate** issued from nationalized or any schedule Bank should be **at least as specified in the tender**. The certificate should have been issued on or after 01-08-2020. **[ANNEXURE - 14]**

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

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

1. Bidder's Profile
2. Acceptance of all the terms & conditions indicated in our tender.
3. Earnest Money Deposit (EMD) 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: 38779898110

Bank: State Bank of India

Branch: Dooravani Nagar

IFSC Code: SBIN0001438

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

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



**MANDATORY DOCUMENTS FOR ELIGIBILITY CRITERIA.**

| <b>Essentials</b>   |  |
|---|--|
| Average Financial Turnover certificate of last three financial year from CA | Rs.45 Crs only   |
| Solvency certificate  | Rs.18 Crs. only  |
| EMD   | Rs. 90 lakhs only  |
| Work Experience certificate [Completion]                                    | Designed, manufactured, supplied, erected and commissioned at least 100 ground based towers (Height > 30 m) during the last 5 years either in microwave tower or HT towers.  |
|   | Designed, manufactured, supplied, erected and commissioned at least 5 ground based towers (Height > 30 m) each in J& K, Uttarakhand and Northeast region during last 5 years |
|   | At least 4 towers of 80m-100m height   |
| Other Documents   | As per Tender Document   |

Thanking you

Yours faithfully

For ITI Limited

**Deputy General Manager - Civil**

## **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 :**

#### **CONSTRUCTION OF SELF SUPPORTING STEEL STRUCTUREAL TOWERS FOR NATIONAL IMPORTANCE PROJECT**

The M/w 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 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 following recognized institutes.

1. Central Building Research Institutes- Roorkee
2. IIT Kanpur
3. IIT Madras
4. Structural Engineering Research Centre-Madras
5. Indian Institute of Science-Bangalore
6. CPRI, Bengaluru.

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 consultant'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 also 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.

**ITI LIMITED**

**Signature of the bidder**

- b) The Sole Bidder should have a minimum average annual turnover as specified on the page no. 6 of the tender for the last three audited financial year.
- c) The Sole Bidder should be a profit making company in each of the last three years.
- d) The Sole Bidder should have positive net worth as of 31st March 2020.
- e) Audited and certified financial statements, including Audited Annual Reports shall be submitted as proof for eligibility conditions mentioned in clauses.
- f) 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.
- g) Bidder should submit solvency Certificate valued at least as mentioned in the tender. [issued on or after 01-08-2020]

## **II. WORK EXPERIENCE FOR ELIGIBILITY.**

1. The applicant should have successfully designed, manufactured, supplied, erected and commissioned at least 100 ground based Towers [height more than 30mtrs] during the last 5 years.
2. The applicant should have successfully designed, manufactured, supplied, erected and commissioned at least 5 ground based Towers [height more than 30 mtrs] each in J&K, Uttarakhand and Northeast region during the last 5 years.
3. Experience as above should include at least four tower of 80 mts -100 mtrs height
4. Manufacturing facility: The applicant should have own manufacturing unit including hot dip galvanizing facility as per relevant IS of Bureau of Indian standards.
5. 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.***
6. 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 5 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.
7. **Manufacturing facility** – The applicant i.e, sole bidder should have own manufacturing unit including hot dip galvanizing facility as per relevant IS of Bureau of Indian Standards.
8. The past experience during the last 5 years, in similar nature of work should be supported by certificates issued by the client's organization. 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.

9. The value executed works shall be brought to the current level by enhancing the actual value of work done at a simple rate of 7% per annum, calculated from the date of completion to previous day of last day of submission of tenders.
10. 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]**
  - b. Net worth of the Company as on 31<sup>st</sup> march of Previous Financial year should be positive.
  - c. Bank Solvency Certificate issued from nationalized or any schedule Bank should be at least as specified on page no. 6 of the tender. The certificate should have been issued on or after 01-08-2020 **[Annexure-14]**
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 proff 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 histroy, or financial failures etc.,
  - iii. Participated in the previous bidding for the same work and had quoted unreaosnably 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 [organisataion set up] as in the prorforma enclsoed at **Annexure-8** .
- iv. Declaration regarding the Tenderers work of comparable nature and constructions organisation in the promorma enclosed in **Annexure -9**
- v. Cost of tender documents and EMD.
- vi. Income Tax Return for the last three financial year(2017-2018, 2018-2019, 2019-2020).
- vii. PAN Number and GST Registration certificate.

- viii. Earnest Money Deposit (EMD) as specified in the tender and Tender document fee of Rs. 10,000 (Rupees Ten Thousand Only) plus GST @18% i.e. Total Rs. 11,800 (Rupees Eleven thousand eight 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:** 38779898110

**Bank:** State Bank of India

**Branch:** Dooravani Nagar

**IFSC Code:** SBIN0001438

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

- ix. Power of attorney in the case as authorised representative who has signed the tender.
- x. Solvency Certificate of value as mentioned in NIT [page 6] [**Annexure-14** ].
- xi. 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: **civil\_nsu@itilttd.co.in** also on <https://www.tenderwizard.com/ITILIMITED>

Ph: 080-25660613.

- 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 address for all correspondences regarding this Tender shall be marked to AGM (C), NS Unit, ITI Limited through E-mail: [civil\\_nsu@itilttd.co.in](mailto:civil_nsu@itilttd.co.in)
- 5.5 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.
- 5.6 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.

- 5.7** 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.
- 5.8** 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.
- 5.9** 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.
- 5.10** 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.
- 5.11** If the last day for the bid submission is declared as a holiday, bid submission will be freezed 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.

## **8. GENERAL INFORMATIONS TO THE BIDDER**

- 8.1 Earnest money deposit of an amount as mentioned in NIT [page 6] 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 [page 6].
- 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 LOA to 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 LOA or furnish the required performance security or fails to commence the work within the stipulated period prescribed in the contract.
- 8.9 **ORDER OF PRECEDENCE:**  
In case of differences, contradictions, discrepancies with regard to General Conditions of Contract, specifications, Special Conditions, Corrigendum issued, Drawings, bill of quantities, etc., forming part of the contract, the following shall prevail in order of precedence.

- a] Letter of the award, along with the statement of agreed variations and its enclosures if any.
- b] Corrigendum Addendum, Clarifications, etc.,
- c] Special conditions of Contract
- d] Descriptions of the bill of quantities /Schedule of quantities.
- e] General Conditions of Contract
- f] Drawings.
- g] CPWD specifications [as specified in Technical specification of the tender] updated with correction slips issued up to the last date of receipt of tenders.
- h] Relevant IS codes/National building code-2015.

## **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) 80% 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 USER and authorized representative of ITIL.
  - ii) 10% on completion of all the towers.
  - iii) 10% on handing/ taking over by the USER and completion of AITP process.
  - iv) Payments shall however be linked with completion of all other activities as per Specifications, SoW and ABD.
  - v) 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 authorised representative, followed by the name and designation of the person signing tender. Tenders by a corporation or by a person are signed in the name of the corporation by a person duly authorized to do so. 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. The signature should be attested by at least one witness.
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 contractor. 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 incase he would be unwilling to accept a part of the work.**
- The Company reserves the right to call off tender process at any stage without assigning any reason
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 successfull bidder to ITI. In case the time for completion of work gets extended, the contractor shall get the validity of performance Gurantee extended to cover such extended time for completion of work **[As per Annexure-XI ]**.
- A) Performacnce security of three percent [3%] to be submitted by the sucessfull bidder after the receipt of letter of acceptance shall be either in the form of Bank Guarntee 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 Earnerst Money. Such successfull bidder who fails to comply with the above rquirement, is liable to be debarred from particiaptin in bids under ITI Limited for a period of one year.
- C) For delay in submission of Performance of gurantee more than 15 days from the date of issue of LOA penal intrest of 18% per annum to be charged on the amount of performance gurantee.
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 still 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 satutory compliances in payment of any tax or any labour dues.EPF,ESIC etc. by the contractor or in case of any financial implication on ITI Limited, the ITI reserves the right to with hold llthe

dues/payment of contractor and make payment to local state/Central government authorities or to labours as may be applicable including penalty thereof.

- a) The Contractor Price is inclusive of all taxes, duties, cess, and statutory levies payable under any laws, other than Goods and Services Tax (GST) levied by Union and State Governments (CGST, SGST, UTGST, IGST).
- b) In case of a change in the rate of tax or any provision relating levy of tax resulting in an increased burden of tax on the contractor, the contractor shall not be entitled to receive any compensation for such increase in quantum of tax payable by the contractor. However recovery shall be made from the contractor on account of a decrease in rates of tax.
- c) The contractor must be registered under the goods and services tax (GST) laws, and a copy of the registration certificate shall be submitted to ITI.
- d) Apart from registration as mentioned at c) above, Contractors shall also obtain all other necessary registration required under any other Local / State/Union Government Statute, for the execution of this contract, if any.
- e) Apart from compliances mentioned above, in the event of non-payment/default in payment of taxes and duties and any other statutory compliances, under any other Local/State/Union Government Statute, ITI reserves the right to withhold the dues/payment of contractor and make payment to Local/State/Union Government authorities or Labourers, as may be applicable.
- f) It is clearly understood that the contractor is fully aware of all GST Laws and his liabilities and responsibilities under the said laws including but not restricted to correct HSN/SAC code, the applicable rate of taxes of GST, or otherwise on which his liability has to be paid and discharged. ITI shall have no liability or responsibility from any penalty or proceedings or any other liability levied or leviable on the contractor because of lower deduction or any other such non-compliance of the Contractor.
- g) Bidders will examine the various provisions of The Central Goods and Services Tax Act, 2017 (CGST)/Integrated Goods and Services Tax Acts, 2017 (IGST)/ Union Territory Goods and Services Tax Act, 2017 (UTGST)/ respective states State Goods and Service Tax Act (SGST) also, as notified by Central/State Government and as amended from time to time and applicable taxes before bidding. Bidders will ensure that the full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

### **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's which are specified by the Ministry of Micro, Small and Medium Enterprises under MSME 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 NSIC, 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 and accessibility 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. SITE VISIT AND COLLECTING OF INFORMATION ON THE SITE:**

Before submission of tender, the tenderers are advised to visit the site, its surroundings to assess and satisfy themselves about the local conditions such as the working and other constraints at site, approach roads to the site, availability of water & Power supply, applicaion of taxes, duties and levies as applicable and any other relevant information required by them to execute complete scope of work.

- a) Site conditions including access to the site, existing and required roads and other means of transportation for use by him in connection with the work.
- b) Source and extent of availability of suitable materials including water etc.,and labour [skilled and un skilled] required for work and laws and regulations governing their use.
- c) Geological, Metrological Topographical and other general features of the site and its surroundings as are pertaining to and needed for the performance of the work, with other specifictions, drawings for references and guidance.

**28. TESTING OF MATERIALS**

- a) Samples of various materials required for testing shall be provided free of charge by the contractor. Testing charge shall be borne by the contractor. All the other expenditure required to be incurred for taking the samples conveyance packing etc. shall also be borne by the contractor himself.
- b) In case there is any discrepancy in frequency of testing as given in list of mandatory tests and that in individual sub-heads of work as per C.P.W.D. latest edition specifications the higher of the two frequencies of testing shall be followed and nothing extra shall be payable to the contractor on this account.

**29.** Rate for all items in which use of cement is involved is inclusive of charges for curing.

**30.** The contractor is to bear all charges towards cost of testing. However,ITI Ltd. will be free to engage any other agency towards performing/conducting all tests .Materials for sample/testing to be arranged by the contractor.

**31. CLARIFICATIONS AFTER TENDER SUBMISSION:**

Tenderer's attentions is drawn to the fact that during the period, the tenders are under consideration, the tenderers 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. The tender evaluation and process or award of works is done by duly authorized Tender Scrutiny Committee and this committee is authorised to discuss and get clarification from the tenderers.

**32.** 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.

33. 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.
34. 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.
35. The drawings with the tender documents are Tender drawings and are indicative only.
36. 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.
37. The General Tender notice shall be deemed to form part of the agreement.
38. **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.
39. **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 120 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 7 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.italtd.in](http://www.italtd.in) or <https://www.tenderwizard.com/ITILIMITED> or [www.eprocure.gov.in](http://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-]

#### **8.0 TIME SCHEDULE FOR COMPLETION OF WORK**

1. Tower –Completion of all the 36 Towers Twelve months

However, completion of individual tower will be 5 months from the date of handing over. The date of commencement will be reckoned from the 15<sup>th</sup> day of the date of issue of this work order. The time of completion mentioned above will run concurrently and independently

Each station will contain the following ancillary structures/items, which will have to be taken up simultaneously. However, the priority for any work will be decided by the engineer-in-charge.

- A. Structural design, Drawings, Proof Checking and Procurement of materials
- B. Fabrication
- C. Erection, Painting and Completion

**Note:** Work is to be done in 4 to 5 groups of tower simultaneously

#### **9.0 Water supply at site of work:**

Contractor has to make his own arrangement for the water required for the work at his own cost.

#### **10.0 Power supply at site of work:**

Contractor has to make his own arrangement for the power supply required for the work at his own cost.

#### **11.0 Facilities for inspection:**

The contractors while erecting the sheds, store house and yards as per the contract, shall also provide space of about 20 sq. Mtrs. for inspecting staff of company.

#### **12.0 The contractor has to take up the work of tower on priority as per ITI Ltd. requirement.**

#### **13.0 The project engineer should have past experience of working with Army project.**

#### **14.0 Site and Local conditions:**

The sites will be shown to the tenderers by the representatives of the authority inviting tender. However, a tenderer shall finalize the program of his visit to the site with authority inviting tender for necessary arrangements.

**The Sites are located in the following locations: Enclosed in Table A (Page 5)**



## SECTION -IV

### INSTRUCTIONS FOR ONLINE BID SUBMISSION TO BIDDERS

|               |  |
|---------------|--|
| <b>1.</b>     | Submission of Bids shall be only through online process which is mandatory for this Tender.  |
| <b>1.1</b>    | <p><b>Tender Bidding Methodology:</b></p> <p><b>Sealed Bid System</b></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>   |
| <b>1.2</b>    | <b>Broad outlines of the activities from Bidders perspective:</b>  |
| <b>1.2.1</b>  | Procure a Digital Signing Certificate (DSC)  |
| <b>1.2.2</b>  | Register on Electronic Tendering System® (ETS)   |
| <b>1.2.3</b>  | Create Users and assign roles on ETS   |
| <b>1.2.4</b>  | View Request for Proposal (Tender) on ETS  |
| <b>1.2.5</b>  | Download Official Copy of Tender Documents from ETS  |
| <b>1.2.6</b>  | Clarification to Tender Documents on ETS   |
| <b>1.2.7</b>  | Query to ITI LTD (Optional)  |
| <b>1.2.8</b>  | View response to queries posted by ITI LTD, as an addendum/corrigendum.  |
| <b>1.2.9</b>  | Bid Submission on ETS  |
| <b>1.2.10</b> | Attend Public Online Tender Opening Event on ETS Opening of Technical/Financial Part   |
| <b>1.2.11</b> | View Post-TOE Clarification posted by ITI LTD on ETS (Optional) Respond to ITI LTD's Post-TOE queries.   |
| <b>1.3</b>    | <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><b>Note 1:</b></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><b>Note 2:</b></p> |

|            |   |
|------------|---|
|            | While uploading the documents, it should be ensured that the file name should be the name of the document itself.   |
| <b>1.4</b> | <b>Digital Certificates:</b><br>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 <a href="http://www.cca.gov.in">http://www.cca.gov.in</a> ].  |
| <b>1.5</b> | <b>Registration in e-procurement portal:</b><br>Bidder has to Register first in <a href="https://www.tenderwizard.com/ITILIMITED">https://www.tenderwizard.com/ITILIMITED</a> .and then Tender document can be downloaded from the web site:<br><a href="https://www.tenderwizard.com/ITILIMITED">https://www.tenderwizard.com/ITILIMITED</a> and bid has to be submitted in the e-format.  |
| <b>1.6</b> | <b>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.</b>   |
| <b>1.7</b> | <b>Special Note on Security of Bids:</b><br>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.<br><br>Specifically, for Bid Submission, some security related aspects are outlined below: -<br><br>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. |
| <b>1.8</b> | <b>Public Online Tender Opening Event (TOE):</b><br><br>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.<br><br>Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on ETS.<br><br>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>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> |
| <b>1.9</b>  | <p><b>Other Instructions:</b></p> <p>For further instructions, the vendor should visit the home page of the portal i.e. <a href="https://www.tenderwizard.com/ITILIMITED">https://www.tenderwizard.com/ITILIMITED</a>.</p> <p><b>Important Note:</b></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>  |
| <b>1.10</b> | <b>The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:</b>  |
| 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.   |
| <b>1.11</b> | <p><b>Minimum Requirements at Bidders end:</b></p> <p>Computer System with good configuration and OS preferably supporting Windows, Word, Excel &amp; 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 (C) ITI Ltd, NS Unit Doravaani 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.

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## **GENERAL CONDITIONS OF CONTRACTS FOR CIVIL ENGINEERING WORKS**

### **1.0 DEFINITION AND INTERPRETATIONS:**

#### **1.1 Definition:**

##### **1.1.1 GENERAL:**

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

##### **1.1.2 COMPANY:**

Company shall mean ITI LIMITED, having its registered office at ITI Bhavan, Doorvaninagar, Bengaluru

##### **1.1.3 MANAGEMENT:**

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

##### **1.1.4 CONSULTANT:**

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

##### **1.1.5 ADDITIONAL GENERAL MANAGER (AGM):**

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

##### **1.1.6 CHIEF ENGINEER:**

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

##### **1.1.7 ENGINEER:**

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

##### **1.1.8 ENGINEER'S Representative:**

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

##### **1.1.9 CONTRACTOR:**

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

**1.1.10 CONTRACT:**

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

**1.1.11 WORKS:**

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

**1.1.12 SPECIFICATION'S:**

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

**1.1.13 ACCEPTED SCHEDULE:**

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

**1.1.14 DRAWINGS:**

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

**1.1.15 CONSTRUCTIONAL PLANT:**

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

**1.1.16 TEMPORARY WORKS:**

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

**1.1.17 SITE:**

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

**1.1.18 PERIOD OF MAINTENANCE:** Period of maintenance shall mean a period of 12 months of maintenance from the date of completion of the work as specified by the Engineer-in-charge.

**1.1.19 Letter of Acceptance:**

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

**1.1.20 APPROVED:**

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

**1.1.21 CONTRACT VALUE:**

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

**1.1.22 WORK ORDER:**

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

**1.1.23 DATE OF COMMENCEMENT:**

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

**1.1.24 DATE OF COMPLETION:**

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

**1.1.25 DEVIATION:**

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

**1.1.26 ACCEPTING AUTHORITY:**

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

**1.1.27 MONTH:**

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

**1.2 SINGULAR & PLURAL:**

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

**1.3 HEADINGS& MARGINAL HEADINGS:**

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

**2.0 GENERAL OBLIGATION:**

**2.1 EXECUTION CORRELATION & INTENT OF CONTRACT DOCUMENTS:**

The Contract documents shall be signed in duplicate by the accepting authority and the contractor. The contract documents are complementary, and what is called for by any one

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

## **2.2 LAWS GOVERNING THE CONTRACT:**

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

### **2.2.2 Compliance to Regulation & Bye-Laws:**

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

## **2.3 COMMUNICATION TO BE IN WRITING:**

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

## **2.4 SERVICE OF NOTICE ON CONTRACTOR:**

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

## **2.5 OCCUPATION AND USE OF LAND:**

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

## **2.6 ASSIGNMENT OR SUBLETTING OF CONTRACT:**

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

contractor could not establish any contractual relationship between the sub-contractor and the company and shall not relieve the contractor of any responsibility under the contract.

**2.7 STORES ARRANGED BY THE COMPANY:**

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

**2.8 REPRESENTATIVE ON WORKS:**

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

**2.9 RELICS:**

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

**2.10 EXCAVATED MATERIALS:**

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

**2.11 INDEMNITY AND CHARGES:**

**2.11.1 INDEMNITY AND CHARGES PAYABLE:**

The Contractor shall indemnify and save harmless the company from and against all actions, suits, proceedings, losses costs, damages, claims and demands of every nature and description brought or recovered against the company by reason of any act or omission of the contractor, his agents or employees in the execution of the work or in regarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to use of the company without references to the actual loss or damage sustained and whether or not damage shall have been sustained.

**2.11.2 PATENT RIGHT:**

The contractor shall fully indemnify the company or the agent/ servant or employees of the company, against any action claim or proceeding relating to infringement or the use of any patent or design or any alleged patent or design rights, and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In

the events of any claims being made or action brought against the company or any agent or servant, or employee of the company or in respect of any of the matters aforesaid the contractor shall immediately be notified thereof for taking necessary action provided that the payment of indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by the company, but the contractor shall pay any royalties payable in respect of any such use.

**2.11.3 OCTROI AND OTHER DUTIES: [TAXES AND DUTIES]**

All charges on account of Octroi, terminal or sales tax and/ or other duties or any other levy as the case may be for the materials obtained for the works shall be borne by the contractor. Rates quoted by the contractor shall also include the/GST/ sales tax on works contract wherever applicable.

The Contract price is inclusive of all taxes, duties, cess and statutory levies payable under any law by the Contractor in connection with execution of the contract.

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

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

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

**2.11.4 Royalties:**

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

**2.12 EARNEST MONEY AND SECURITY DEPOSITS:**

Security deposit will be 10% of the contract value and 3% submitted by the contractor by means of Performance guarantee and 7% will be recovered from running account bills.

**2.12.1 THE EARNEST MONEY, PERFORMANCE GUARANTEE AND SECURITY DEPOSITS:**

- a. EMD: The Contractor shall deposit along with the tender, an amount as mentioned in the NIT.in the form of a Demand Draft (D.D) / Pay Order drawn in favour of M/s ITI Limited, Network Systems Unit.
- b. The bid will be rejected by ITI Ltd. as non-responsive and shall not be considered in case EMD is not received.



- c. The EMD of bidders other than L-1 will be returned as soon as issue of work order to L-1.
- d. The EMD of successful bidder will be released after the contractor has furnished the required acceptable performance guarantee of 3% value of work order and acceptance of the same by the Company.
- e. **EMD may be forfeited:**
  - i. The bidder withdraws the bid after bid opening during the period of validity.
  - ii. Any unilateral revision in the offer made by the tenderer during the validity of the offer.
  - iii. Non acceptance of LOA if and when placed.
  - iv. In the case of a successful bidder, if the bidder fails to sign the Agreement within 15 days from the date of issue of LOA or furnish the required performance guarantee or fails to commence the work within the stipulated time period prescribed in the contract.
- f. **PERFORMANCE GUARANTEE:** 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 60 days within 15 days after issue of Letter of acceptance but before signing the contract

**Performance Guarantee Deposit:** The total amount of Security Deposit is 10% of the contract value Performance Guarantee payable by the contractor shall be 3% of the total value of the contract..

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

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

**REFUND OF SECURITY DEPOSIT:** Further, the contractor has to furnish No Claim Certificate to ITI at the time of claiming refund of Security Deposit and after completion of defects liability period of **12 months**.

The security deposit shall remain at the entire disposal of the Company for the satisfactory execution of the works, in accordance with the conditions of the contract.

#### **2.12.2 INTEREST ON ACCOUNTS:**

No interest will be payable on the Earnest money or the security deposit or amount payable to the contractor under the contract.

**2.13 TIME LIMITATION:**

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

**2.13.2 Delay and Extension of Time:**

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

**2.13.3 Extension of Time on Company Account:**

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

**2.13.4 Time to be Essence of the Contract and Liquidated Damages:**

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

**2.14 Illegal Gratification:**

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

**2.15 Everything at Contractor's Risk:**

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

**2.15.2 Insurance of work:**

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

**2.16 No Visitor or Photographer:**

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

**2.17 Work Site Order Book:**

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

**3.0 EXECUTION of WORKS:**

**3.1 Contractor's Understanding:**

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

**3.1.2 Commencement of Works:**

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

**3.1.3 Time and Progress Chart:**

- a.** A detailed time and progress chart for the execution of various items of work within the overall period of completion shall be prepared jointly by the Engineer and the contractor, signed by both the parties and shall adhered to.
- b.** Time allowed for carrying out all the works as entered in the tender shall be as mentioned in the BOQ which shall be reckoned from the 15th day from date of issue of work order to the Contractor. Time shall be the essence of the contract and contractor shall ensure the completion of the entire work within the stipulated time of completion.
- c.** The Contractor shall also furnish within 10 days of date of issue of work order a CPM network/PERT chart /Bar chart for completion of work within the stipulated time. This will be duly got approved from ITI Ltd. This approved network /PERT chart shall form a part of the agreement. Achievement of milestones as well as total completion has to be within the time period allowed.
- d.** Contractor shall mobilize and employ sufficient resources for completion of all the works as indicated in the BAR Chart/PERT Chart. No additional payment will be made to the contractor for any multiple shift work or other incentives methods contemplated by him in his work schedule even though the time schedule is approved by the Engineer – in –charge.
- e.** During the currency of the work the contractor is expected to adhere to the time schedule on mile stone and total completion and this adherence will be part of Contractors performance under the contract. During the execution of the work contractor is expected to participate in the review and updating of the Network/BAR Chart undertaken by the ITI Ltd. These review may be undertaken at the discretion of Engineer in charge either as a periodical appraisal measure or when the quantum of work order on the contractor is substantially changed through deviation order or amendments. The review shall be held at site or any of the office of ITI/Consultant at the sole discretion of ITI Ltd. The contractor will adhere to the revised schedule thereafter. The approval to the revised schedule resulting in a completion date beyond the stipulated date of completion shall not automatically amount to grant extension of time to the contractor.

- f. The contractor shall submit [as directed by the Engineer – in –charge] progress reports on a computer based program [Program and software to be approved by Engineer in charge] highlighting status of various activities and physical completion of work. The contractor will have to submit the daily progress report (DPR) for monitoring of the progress of work. Further, contractor will submit the weekly progress report as well. The Contractor shall send completion report with as build drawings to the office of Engineer in charge of ITI in writing within a period of 30 days of completion of work.

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

**3.1.4 If the work(s) be delayed by**

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

**3.2 Compliance to Engineer's Instructions:**

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

**3.2.2 Alterations to be Authorized:**

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

**3.2.3 Extra works by another Agency:**

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

**3.2.4 Separate Contracts in connection with the Works:**

The Company shall have the right to let out other contracts in connection with the works. The Contractor shall afford such other contractors reasonable opportunity for the storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs. If any part of the contractor's work depends for proper results upon execution of the work of another contractor, the contractor shall inspect and promptly report to the Engineer and any defect in such work that render it unsuitable for such proper results and execution. The contractor's failure to inspect and report shall constitute an acceptance of other contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other contractor's works after the execution of his work.

**3.3 Instruction of Engineer's Representative:**

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

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

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

**3.4 Adherence to Specifications and Drawings:**

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

**3.4.2 Drawings and Specifications on the Works and Ownership Thereof:**

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

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

**3.4.2.3** Drawings and prints of articles, machinery or fabricated materials or work entering into or forming part of permanent constructions, which are not furnished by the company and

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

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

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

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

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

**3.4.3 Compliance with Contractors and Request for Details:**

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

**3.4.4 Meaning and Intent of Specifications and Drawings:**

If any ambiguity arises as to the meaning and Intent of any provisions of the specifications and drawings or as to execution or quality of any work of materials of the Engineer thereon

shall be final subject to appeal (within 7 days of such decision being intimated to the contractor) to **the Chief Engineer(Civil) --- who shall** have the powers to correct any errors, Omission, or discrepancies in the specifications, drawings, classifications of work or materials, and those decision in the matter in dispute or doubt shall be final, inclusive and binding.

**3.5 Work on Holidays and During Night:**

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

**3.6 Damage to Company's Property and Private Life and Property:**

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

**3.7 Sheds, Store House and Yards:**

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

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



**3.8 Provision of Efficient and Competent Staff:**

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

The contractor shall at once remove from the works any agent, permitted sub-contractor, supervisor workmen or labourer who shall be objected to by the Engineer, if any and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him. In the event of the Engineer being of the opinion that the contractor is not employing on the works a sufficient number of staff and workmen as is necessary for the proper completion of the works within the time prescribed. The contractor shall forthwith or receiving intimation to this effect take on the additional number of staff and labour specified by the Engineer within seven days of being so required and failure on the part of the contractor to comply to rescind the contract under clause 8.3 of these conditions.

**3.9 URGENT WORKS:**

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

**3.9.1 WORKMANSHIP AND TESTING:**

The whole of the works and /or supply of materials specified and provided in the contract that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workman like manner with materials of the best approved quality of their respective kinds agreeable to the particulars contained in or implied by the specifications and as referred to in and represented by the drawings or in such other additional particulars, instructions and drawings as may be found requisite to be given during the carrying on the works and to entire satisfaction of the Engineer according to the instructions and directions which the contractor may from time to time receive from the Engineer. The materials may be subjected to tests by means of such machines, instruments and appliances as the Engineer may direct and wholly at the expenses of the contractor.

**3.9.2 REMOVAL OF IMPROPER WORK AND MATERIAL:**

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

**3.9.2.1** The removal from the site with the time specified in the order of any materials which in his opinion are not in accordance with the specification and drawings.

**3.9.2.2** The substitution of proper and suitable materials.

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

**3.10 FACILITIES FOR INSPECTION:**

The contractor shall afford the Engineer and the Engineer's Representative every facility for entering in upon every portion of the work at all hours for the purpose of inspection or otherwise and shall provide all labour, materials, planks, ladders, pumps appliances and things of every kind for the purpose an Engineer and the Engineer's Representative shall at all times have free access to every part of the works and to all places at which materials for the works are stored or being prepared.

**3.11 EXAMINATION OF WORK BEFORE COVERING UP:**

The contractor shall give notice of not less than 5 days in writing to the Engineer or the Engineer's Representative whenever any work or materials are intended to be covered up in the earth, in bodies or walls or otherwise to be placed beyond the reach of measurement, in order that the work may be inspected or that correct dimensions may be taken before being so covered/placed beyond the reach of measurement, in default whereof the same shall at the option of the Engineer or the Engineer's Representative be uncovered and measured at the contractor's expenses or no allowance shall be made for such work or material for the purpose of payments.

**3.12 TEMPORARY WORKS:**

All the temporary works necessary for the proper execution of all the works shall be provided and maintained by the contractor and subject to the consent of the Engineer shall be removed by him and at his expense when they are no longer required and in such manner as the Engineer shall direct. In the event of failure on the part of the contractor to remove the temporary works, the Engineer will cause them to be removed and cost as incurred by supervision and other incidental charges shall be recovered from the contractor. If temporary huts are provided by the contractor on the company's land which shall at the request of contractor be allotted by the Engineer in writing for labour engaged by him for the execution of the works. The contractor shall arrange for handing over vacant possession of the said land after the work is completed, if the contractor's labour refuse to vacate, and have to be evacuated by the company necessary expenses incurred by the company in connection therewith shall be borne by the contractor.

**3.13 CONTRACTOR TO SUPPLY WATER & POWER FOR WORKS:**

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

**3.14 Property in Materials and Plant:**

The materials and plant brought by the contractor upon the site or on the land occupied by the contractor in connection with the works and intended to be used for the execution thereof shall immediately they are brought upon the site or the said land, be deemed to be the property of the company, such of them as during the progress of the works are

rejected by the Engineer under **clause 3.9** of these conditions or are declared by him not to be needed for the execution of the works or such as on the grant of the certificates of completion remain un-used shall immediately on such rejection, declaration or grant cease to be the property of the company and the contractor may then (But not before) remove them from the site or the said land. This clause shall not in any way diminish the liability of the contractor nor shall the company be in any way answerable for any loss or damages which may happen to or in respect of any materials or plant either by the same being lost, stolen, injured or destroyed by fire, tempest, or otherwise.

### **3.15 Supply of Tools, Plant and Materials:**

#### **3.15.1 Tools, Plant and Materials Supplied by Company:**

The Contractor shall take all reasonable care of all the Tools, Plant and Materials or other property whether of a like description or not belonging to the company and committed to charge for the purpose of the works and shall be responsible for all damage or loss caused by him, his agents or his workmen or others while they are in his charge. The contractor shall sign accountable receipts for tools, plant and materials made over to him by the Engineer and on completion of the works shall hand over the unused balanced of the same to the Engineer in good order and repair, fair wear and tear accepted and shall be responsible for any failure account for the same or any damage done thereto.

#### **3.15.2 Hire of Company Plant:**

The Company may at their discretion hire to the contractor such plant as concrete mixers, compressors and portable engines for use during execution of the works or for which smaller periods as the engineer may consider reasonable on such terms as may be specified in agreement for hire of plants.

### **3.16 Precautions:**

#### **3.16.1 Precautions During Progress of Works:**

During the execution of works unless otherwise specified the contractor shall at his own cost provide the materials for and execute all shoring, Timbering and Strutting work as is necessary for the stability and safety of all structures, excavation works and shall ensure that no damages, injury or loss is caused or likely to be caused to any person or property.

#### **3.16.2 Roads and Water Courses:**

Existing roads or water courses or pipe, electrical lines and conduits shall not be blocked, cut through altered, diverted or obstructed in any way by the contractor, except with the permission of the Engineer in writing. All compensation claimed for any unauthorized closure, cutting through, alteration, diversion or obstructions to such roads or water courses etc., by the contractor or his agent or his staff shall be recoverable from the contractor by deduction from any sums which may become due to him in terms of the contract, or otherwise according to law.

#### **3.16.3 Provisions of Access to Premises:**

During progress of work in any street or thoroughfare, the contractor shall make adequate provision for the passage of traffic for securing safe access to all premises approached

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

**3.16.4 Safety of Public:**

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

**3.16.5 Movement of Constructions plant and equipment:**

The contractor must take sufficient care in moving his construction plants and equipment's from one place to another so that they do not cause any damage to the property of the company, particularly to the overhead and underground cables, in event of any damages, resulting to the property of the company during the movement of aforesaid, the cost of such damages including eventual loss of working hours in any plant as estimated by the company shall be borne by the contractor.

**3.17 Use of Explosives:**

Explosives shall not be used on the works or on the site by the contractor without the permission of the Engineer in writing and then only in manner and to the extent which such permission is given. When explosives are required for the works they shall be stored in a special mezzanine to be provided at the cost of the contractor in accordance with the Explosive rules. The contractor shall obtain the necessary license for the storage and the use of the explosive and all operations in which or for which explosives are employed shall be at the sole risk and responsibility of the contractor and the contractor shall indemnify the company in respect thereof.

**3.18 Suspension of Works:**

**3.18.1** The contractor shall on the order of the Engineer in writing suspend the progress of works or any part thereof for such times and in such manner as Engineer may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Engineer.

**3.18.1.1** If such suspension is provided for in the contract

OR

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

OR

**3.18.1.3** Necessary for the safety of the works or any part thereof, the contractor shall not be entitled to any extra costs if any incurred by him during the period of

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

### **3.18.2 Suspension lasting more than Three Months:**

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

### **3.19 Rates for Items of Works:**

The rates entered in the 'Accepted Schedule of Rates' of the contract are intended to provide for works duly and properly completed in accordance with the general and special (if any) conditions of contract and the specifications and drawings, together with such enlargements, extensions, diminutions, reductions, alterations or additions as may be ordered in terms of clause **4.2.1** of these conditions and without prejudice to the generally thereof and shall be deemed to include and cover superintendence and Labour, supply, including full freight, of materials, of stores, patterns, profiles, moulds fittings, centering, scaffoldings, shoring, props, timber, machinery, derricks, tackle, ropes, pegs, posts, tools, and all apparatus and plant, required on the works, except such tools, plant or materials, as may be specified in the contract to be supplied to the contractor by the company, the erections to maintenance and removal of all temporary works and buildings all watching, lighting, bailing, pumping, and draining, etc. All prevention of or compensation for trespass, all barriers and arrangements for the safety of the public or of employees during the execution of works, all sanitary and medical arrangements for labour camps as may be prescribed by the company, the setting out of all works and of the construction repair and upkeep of all center lines, bench mark and level pegs thereon. Site clearance, all fees, duties, royalties, rent and compensation to owners for surface damage or taxes and impositions payable to local authorities in respect of land, structures, and all the materials supplied for the work or other duties or expenses for which the contractor may become liable or may be put to under any provision of law for the purpose of or in connection with the execution of the contract, and all such other incidental charges or contingencies as may have been specially provided for in the specifications.

### **3.20 Demurrage and Wharf Age Dues:**

Demurrage charges calculated in accordance with the scales in the force for the time being of the company and incurred by the contractor failing to load or unload any goods or materials within the time allowed by the railways for loading or unloading as also wharf

age charges on materials not removed in time as also charges due on consignments booked by or to him shall be paid by the contractor, failing which such charges shall be deducted from any sums which may become due to him in terms of contract.

**3.21 Rates for Extra Items of Work:**

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

- i) If the rates for the additional altered or substituted work are not specifically provided in the contract for the work the rates will be derived from rates for similar class of work as are specified in the contract for the work.
- ii) If the altered, additional or substituted work included any work for which no rates are specified in the contract then such work shall be carried out at the rates entered in the CPWD Schedule of Rates 2019 (Civil) and the latest Schedule of Rates for Electrical Works, New Delhi minus / plus percentage which the total tendered amount bears to the estimated cost of the entire work put to tender.
- iii) If rates for the altered, additional or substituted work cannot be determined in the manner specified in sub clause (i) or (ii) above then rates for such work shall be worked out on the basis of the schedule of rates specified in sub clause (ii) above minus/plus the percentage which the total tendered amount bears to the estimate cost of the entire work put to tender. Provided always that if the rate for a particular part or parts of the items is not in the schedule of rates, the rates for such part or parts will be determined by the Engineer on the basis of the prevailing market rates, when the work was done.
- iv) If rates for the altered, additional or substituted work cannot be determined in the manner specified in sub clause (i) to (iii) above, then the contractor shall within 7 days of the date of receipt of order to carry out the work, inform the Engineer of the rate which it is his intention to charge supported by analysis of the rate or rates claimed and the Engineer shall determine the rates on the basis of prevailing market rates and pay the contractor accordingly. However, the Engineer by notice in writing will be at liberty to cancel his order to carry out such work and arrange to carry out it out in such manner as he may consider advisable, provided always if the contractor commences the work or incur any expenditure before determination of the rate(s) herein before mentioned, then in such case the contractor shall be entitled to be paid in respect of the work carried or expenditure incurred prior to date of determination of the rates as aforesaid to such rate or rates as shall be fixed by the company. But under no circumstances the contractor shall suspend the work on plea of non-settlement of rates for items falling under this clause.

**3.22.1 HANDING OVER OF WORKS:**

The contractor shall be bound to hand over the works executed under the contract to the company complete in all respects to the satisfaction of the Engineer. The Engineer shall determine the date on which the work is considered to have been completed in support of which his certificate shall be regarded as sufficient evidence for all purposes. The Engineer

shall determine, from time to time the date on which way particular section of the work shall be have been completed, and the contractor shall be bound to observe any such determination of the Engineer.

**3.22.2 CLEARANCE OF SITE ON COMPLETION:**

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

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

**4.0 VARIATION IN EXTENT OF CONTRACT:**

**4.1 Modifications to the Contract to be in Writing:**

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

**4.2 Power of Modifications to Contract:**

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

**4.2.2 Valuation of Variations:**

The enlargements extensions, diminutions, reduction, alterations or additions referred to in clause 4.2.1 shall in no degree affect the validity of the contract but shall be performed by the contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressly included and provided for in the specifications and drawings and the amounts to be paid there for shall be calculated in accordance with the accepted schedule of rates and for extra items of works at the rates determined under the clause 3.21 of these conditions.

**4.2.3 ADDITIONAL WORKS:**

If required, the contractor shall have to execute additional works within the site to the extent of 25% Twenty-five] of the accepted contract sum. The said percentage of 25% shall apply separately to civil as well as public health and electrical works. No adjustment of rates shall be made up to this limit and the terms and conditions of the contract shall remain unaltered.

**5.0 CLAIMS:**

**5.1 MONTHLY SETTLEMENT OF CLAIMS:**

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

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

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

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

**5.1.2 Signing of 'No-Claims' Certificate:**

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

**5.1.3 Submission of Bills:**

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

*All payments due shall be subject to any deductions which may be made under these presents and shall further be subject to unless otherwise required by clause 2.12 of these conditions, a retention of **10%** percent by way of security deposit until the amount of security deposit by way of the retained earnest money and such retention shall total up to the required amount of the security deposit.*



**6.0 MEASUREMENT CERTIFICATES AND PAYMENTS:**

**6.1 Quantities in Schedule Annexed to Contract:**

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

**6.2 Measurements of Works:**

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

**6.3 On Account Payments:**

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

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

**6.3.2 Rounding off Amounts:**

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

**6.3.3 'On Account' Payment Not Prejudicial to Final Settlement:**

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

**6.3.4 Manner of Payment:**

Payments due to the contractor shall be made by a crossed 'A/c Payee' Cheque, forwarding the same to the registered or notified office of the contractor, alternately he may collect it

personally. However, in case the contractor does not have a bank account, provided he has notified the company then ordinary crossed Cheque may be issued. In no case will the company be responsible if the Cheque is mislaid or misappropriated by unauthorized person or persons.

Or Payment will be made through RTGS/NEFT.

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

#### **6.4 MAINTENANCE WORKS: Defects liability period]**

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

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

#### **6.5 CERTIFICATE OF COMPLETION OF WORK:**

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

**6.5.2 CONTRACTOR NOT ABSOLVED BY COMPLETION CERTIFICATE:** The Certificate of completion in respect of the work referred in **clause 6.5.1** shall not absolve the contractor from his liabilities to make good any defects, imperfections, shrinkage or faults which may appear during the "Maintenance period" specified in the contract arising in the opinion of the Engineer from materials or workmanship not in accordance with the drawings or specifications for instructions of the Engineer, which defects, imperfections, shrinkages or faults shall upon the directions in writing of the Engineer be amended and made good by the contractor at his own cost and in case of default on the part of contractor, the engineer may

employ labour and materials, or appoint another contractor to amend and make good such defects imperfections, shrinkages or faults and all expenses consequent thereon and incidental thereto shall be borne by the contractor and shall be recoverable from any money due to him under the contract.

**6.6 APPROVAL ONLY BY MAINTENANCE CERTIFICATE:** No certificate other than "Maintenance Certificate" referred to in **clause 6.7** of these condition shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract, or any part thereof or of the accuracy of any claim or demand made by the contractor or of additional or varied work having been ordered by the engineer not shall any other certificate conclude or prejudice any of the power of the engineer.

**6.7 MAINTENANCE CERTIFICATE:**

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

**6.7.2 CESSATION OF COMPANY'S LIABILITY:**

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

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

**6.8 PAYMENT:**

**6.8.1 FINAL PAYMENT:**

On the Engineer's certificate of completion in respect of the works, an adjustment shall be made and the balance of amount based on the Engineer's representative certified measurement of the total quantity of work executed by the contractor up to the date of completion and on the accepted schedule of rates and for extra works on rates determined under clause 3.21 of these conditions shall be paid to the contractor subject always to any deductions which may be made under these payments and further subject to the contractor having delivered to the engineer either a full account in detail of all claims he may have on the company in respect of the works having delivered a 'No Claim' certificate and to the

Engineer having after the receipt of such account given a certificate in writing that such claims are correct, that the whole of the works to be done under the provisions of the contract have been completed, that they have been inspected by him since their completion and found to be in good substantial order, that all properties works and things removed, disturbed or injured in consequence of the works, have been properly replaced and made good and all expenses and demands incurred by or made upon the company for or in the respect of damage or loss by, from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.

**6.8.1.1 FINAL BILL:**

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

**6.8.2 REFUND OF SECURITY DEPOSIT:**

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

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

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

The company reserves the right to carry out a post payment audit and/ or Technical examination of the works and the final bills including all supporting vouchers, abstracts etc., and to enforce recovery if as a result of such examination, any over-payment is discovered in respect of any work done by the contractor or alleged to have been done by him under the contract and such recovery will be made by the company from the contractor by any or all of the methods presented above. If on the other hand any under payment is discovered the amount shall be duly paid to the contractor by the company. Further the company reserves the right to make such recoveries and adjustment notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before any arbitrator appointed under the arbitration clause of the contract and notwithstanding the fact

that the amount of the final bill figures in the Arbitrators award. And further unless the contractor pays and clear the claims of the company immediately on demand, the said debit or sum by the contractor from the moneys, securities or deposit which may have become or will become payable to the contractor or under these presents or under any other contract or transactions whatsoever between the contractor and the company.

**6.10 SIGNATURE ON RECEIPTS FOR AMOUNTS:**

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

**7.0 LABOUR:**

***LABOUR LAWS:***

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

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

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

**7.1 WAGES TO LABOUR:**

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

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

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

**a) LABOUR SAFETY PROVISION:**

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

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

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

**7.2 INSURANCE:**

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

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

**7.3 PROVISION OF PAYMENT OF WAGES ACT:**

The contractor shall comply with the provisions of the payment of wages Act and the rules made thereunder in respect of all employees employed by him on the works. If in compliance with the terms of the contract the contractor supplies any labour to be used whole or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of company such labour shall

nevertheless be deemed to comprise persons employed by the contractor and any moneys which may be ordered to be paid by the company shall be payable to the company by the contractor. On failure of the contractor to repay such moneys to the company within 7 days after a notice in writing by the Engineer, the company shall be entitled to deduct from any money due to the contractor (whether under this contract or any other contract). The decision of the Engineer upon any question arising out of the effect or force of this clause shall be final and binding upon the contractor.

**7.4 REPORTING OF ACCIDENTS TO LABOUR:**

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

**7.5 WORKMEN'S COMPENSATION:**

**7.5.1 PROVISION OF WORKMEN'S COMPENSATION ACT:**

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

**7.5.2 PROVISIONS OF MINES ACT:**

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

**7.6 COMPANY NOT TO PROVIDE QUARTERS FOR CONTRACTOR:**

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

**7.7 LABOUR CAMP:**

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

**7.7.1 COMPLIANCE TO RULES FOR EMPLOYMENT OF LABOUR:**

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

**7.7.2 PRESERVATION OF PEACE:**

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

**7.7.3 SANITARY ARRANGEMENTS:**

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

**7.7.4 OUTBREAK OF INFECTIOUS DISEASE:**

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

**7.7.5 TREATMENT OF CONTRACTOR'S STAFF IN COMPANY'S HOSPITALS:**

The contractor and his staff, other than labourers and their families requiring medical aid from company's hospitals and dispensaries (if so situated and existing) will be treated as Private Patients and charge accordingly. The contractor's labourers and their families may also be granted medical treatment in the company hospital and dispensaries where no other



hospitals or dispensaries are available, provided the contractor pays the cost of medicines, dressings and diet according to the normal scale, as also additional charges if any for special examination e.g. X-rays etc.

**7.7.6 MEDICAL FACILITIES AT SITE:**

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

**7.7.7 USE OF INTOXICANTS:**

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

**7.7.8 NON – EMPLOYMENT OF LABOURERS BELOW THE AGE OF 14:**

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

**7.7.9 RETURN OF LABOUR ETC.:**

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

**8.0 DETERMINATION of CONTRACT:**

**8.1 RIGHT OF COMPANY TO DETERMINE THE CONTRACT:**

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

**8.2 PAYMENT ON DETERMINATION OF CONTRACT BY COMPANY:**

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

**8.3 DETERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACT:**

If the contractor should –

**8.3.1.1** Become bankrupt or insolvent

Or

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

Or

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

Or

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

Or

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

Or

**8.3.1.6** Abandon the contract

Or

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

Or

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

Or

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

Or

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

Or

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

Or

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

Then and in any of the aforesaid cases, the Engineer on behalf of the company may serve the contractor with a notice in writing to that effect and if the contractor does not within 7 days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such

directions as aforesaid to the entire satisfaction of the Engineer, the company shall be entitled after giving 42-hour notice in writing under the hand of the accepting authority to rescind the contract as a whole or in a part or parts(as may be specified in such notice) and adopt either or both of the following courses.

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

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

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

AND

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

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

### **8.3.2 RIGHT OF COMPANY AFTER RESCISSION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR.**

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

- 8.3.2.1** The Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advance on account or with a view to the execution of the works of the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any work thereto or actually performed under the contract unless until the Engineer shall have certified the performance of such work and the value payable in respect where of any the Contractor shall only be entitled to be paid the value so certified.

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

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

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

**8.3.3 TERMINATION OF CONTRACT FOR DEATH:**

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

**8.4 EMPLOYMENT OF APPRENTICES:**

The Contractor shall comply with provision of the "Apprentice Act 1961" and rules and orders issued there under from time to time. If he fails to do so, this failure will be construed as breach of contract and the company may at its discretion, cancel the contract without prejudice to the rights of the company. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

**9.0 FORCE MAJEURE:**

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

**10.0 SETTLEMENT of DISPUTES:**

**10.1 MATTERS FINALLY DETERMINED BY THE COMPANY**

All disputes or difference of any kind whatever arising out of or in connection with the contract, whether during the progress of the works or after completion and whether before or after the determination of the contract, shall be referred by the 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 or error in proceeding in about the same or any other ground or for other reason and shall be without appeal.

**10.2 DEMAND FOR ARBITRATION:**

**10.2.1** If the 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.

**10.2.2 OBLIGATION DURING PENDENCY OF ARBITRATION:**

Work during the contract shall unless otherwise directed by the Engineer, continue during proceedings and no payment due or payable by the Company shall be withheld on

account of such proceedings provided, however, it shall be open for the arbitrator to decide whether such work should continue or not during arbitration proceedings.

### **10.2.3 ARBITRATION:**

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

### 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 limit ..... of 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

**ITI LIMITED**

**Signature of the bidder**



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 Additional General Manager (Civil) or any officer of the COMPANY so authorized may, without prejudice to the right of the COMPANY to recover from the 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 (Civil) 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 no .....dated..... 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 also 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:

**ITI LIMITED**

**Signature of the bidder**

**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 \_\_\_\_\_ 2021 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 consultants and contractors with a need to know; provided that by doing so, the Bidder agrees to bind those consultants 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.

**ITI LIMITED**

**Signature of the bidder**

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 is to 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**

**Signature of the bidder**

**Appendix A**

**Business Purpose: Design, Fabrication, Erection of M/W 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:-----

**ITI LIMITED**

**Signature of the bidder**

**ANNEXURE-III**

**PRE CONTRACT INTEGRITY PACT**

Purchase enquiry/order No. NSU/Civil/ASC-4/Tower/005/101 Dated: 19-01 -2021

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

**BETWEEN:**

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

**AND:**

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

**Preamble**

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

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

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

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

**SECTION 1 – COMMITMENTS OF THE PRINCIPAL**

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

**ITI LIMITED**

**Signature of the bidder**

- [illegible]

## SECTION 2 – COMMITMENTS OF THE BIDDER/CONSULTANT

- 2.1** The Bidder(s)/CONSULTANT(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during the participation in the tender process and during the execution of the contract.
- a.** The bidder(s)/CONSULTANT(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, 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)/CONSULTANT(s) will not enter with other bidders/CONSULTANTS 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)/CONSULTANT(s) will not commit any offence under IPC/PC Act, further the bidder(s)/CONSULTANT(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d.** The Bidder(s)/CONSULTANT(s) of the foreign original shall disclose the name and address of the agents/representatives in India if any. Similarly, the Bidder(s)/CONSULTANT(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

- e. The Bidder(s)/CONSULTANT(s) will, when presenting the bid, disclose any 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)/CONSULTANT(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)/CONSULTANT(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)/CONSULTANT(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)/ CONSULTANT(s) from the tender process.
- 3.5** If the Bidder(s)/CONSULTANT(s), has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled exclude including blacklisting for future tender/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of transgressions, the position of the transgressor within the Company hierarchy of the Bidder(s)/CONSULTANT(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.
- 3.3** The Bidder(s)/CONSULTANT(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.
- 3.4** A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that on the basis of facts available there are no material doubts.
- 3.5** The decision of the Principal to the effect that breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ CONSULTANT(s) shall be final and binding on the Bidder(s)/ CONSULTANT(s), however the Bidder(s)/ CONSULTANT(s) can approach IEM(s) appointed for the purpose of this Pact.
- 3.6** On the occurrence of any sanctions/ disqualifications etc arising out from violation of integrity pact Bidder(s)/ CONSULTANT(s) shall not be entitled for any compensation on this account.
- 3.7** subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/ CONSULTANT(s) could be revoked by the Principal if the Bidder(s)/ CONSULTANT(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption preventative system in his organization.

#### **SECTION 4 – PREVIOUS TRANSGRESSION**

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

#### **SECTION 5 – COMPENSATION FOR DAMAGE**

- 5.1** If the Principal has disqualified the Bidder(s)/CONSULTANT(s) from the tender process 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 the termination of Contract due to CONSULTANT default. In such a case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the CONSULTANT or demand and recover liquidate and all damages as per the provisions of the contract agreement against termination.

#### **SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS/CONSULTANTS**

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

#### **SECTION 7 – CRIMINAL CHARGES AGAINST VIOLATING BIDDER(s)/ CONSULTANT(s)**

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

#### **SECTION 8 – INDEPENDENT EXTERNAL MONITOR(s)**

**ITI LIMITED**

**Signature of the bidder**



- 8.1** The Principal appoints competent and credible Independent External Monitor(s) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- 8.2** The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.
- 8.3** The Bidder(s)/CONSULTANT(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Bidder(s)/CONSULTANT(s). The Bidder(s)/CONSULTANT(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents Bidder(s)/CONSULTANT(s) with confidentiality.
- 8.4** The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Bidder(s)/CONSULTANT(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.5** The Monitor will submit a written report to the Chairman & Managing Director of the Principal within a reasonable time from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.6** If the Monitor has reported to the Chairman & Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director of the Principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 8.7** The word '**Monitor**' would include both singular and plural.
- 8.8** Details of the Independent External Monitor appointed by the Principal at present is furnished below: -  
Shri Javeed Ahmad, IPS(Retd.)  
M-1101, Shalimar Gallant Apartment,  
Vigyanpuri , Mahanagar,Lucknow-226006

Any changes to the same as required/desired by statutory authorities are 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)/CONSULTANT(s) and the Bidder(s)/CONSULTANT(s) shall

provide necessary information and documents in English and shall extend all help to the Principal for the purpose of verification of the documents.

#### **SECTION 10 – LAW AND JURISDICTION**

- 10.1** The Pact is subject to the Law as applicable in Indian Territory. The place of performance and jurisdiction shall 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)/CONSULTANT(s) is unsuccessful, the Pact will automatically become invalid after three months on the evidence of failure on the part of the Bidder(s)/CONSULTANT(s).
- 11.3** If any claim is lodged/made during the validity of the Pact, the same shall be binding and continue to be valid despite the lapse of the Pact unless it is discharged/determined by the Chairman and Managing Director of the Principal.

#### **SECTION 12 – OTHER PROVISIONS**

- 12.1** This pact is subject to Indian Law, 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)/CONSULTANT(s) or a partnership, the pact must be signed by all consortium members and partners.
- 12.4** Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 12.3** Any disputes/ difference arising between the parties with regard to the 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)

.....  
(Name & Designation)

.....  
(Name & Designation)

**ITI LIMITED**

**Signature of the bidder**

Witness

1) .....

2) .....

Witness

1).....

2).....

**ANNEXURE-IV**

**ITI LIMITED  
(A GOVERNMENT OF INDIA ENTERPRISE)**

**PROFORMA OF BANK GUARANTEE IN LIEU OF EMD  
(Judicial Stamp paper of appropriate value as per Stamp Act - of respective state)**

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

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

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

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

FOR AND ON BEHALF OF BANK

PLACE :

DATED :

WITNESS.

1. ....
2. ....

**ITI LIMITED**

**Signature of the bidder**

**ANNEXURE-V**

**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 of .....by demand draft/banker's cheque. I/We bind myself/ ourselves to deposit the security deposit [Performance security] as prescribed within 15 days after receiving the notice that the contract has been awarded to me / us failing which I/We have no objection to the forfeiture of the earnest money in full; otherwise 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:

**ITI LIMITED**

**Signature of the bidder**

**ANNEXURE-VI**

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

**PROFORMA FOR WORK EXPERIENCE CERTIFICATE FROM CLIENTS**

**Name of Consultant:**

|           |  |  |
|-----------|--|--|
| <b>1</b>  | <b>Name of work/project location</b>     |  |
| <b>2</b>  | <b>Name and address of the client</b>    |  |
| <b>3</b>  | <b>Agreement amount</b>                  |  |
| <b>4</b>  | <b>Cost of work on completion</b>        |  |
| <b>5</b>  | <b>Date of start</b>                     |  |
| <b>6</b>  | <b>Stipulated date of completion</b>     |  |
| <b>7</b>  | <b>Actual date of completion</b>         |  |
| <b>8</b>  | <b>No. of tower completed</b>            |  |
| <b>9</b>  | <b>Range of height of tower executed</b> |  |
| <b>10</b> | <b>Performance Report</b>                |  |
| <b>a</b>  | <b>Quality of work</b>                   |  |
| <b>b</b>  | <b>Resourcefulness</b>                   |  |
| <b>c</b>  | <b>Financial soundness</b>               |  |
| <b>d</b>  | <b>Technical proficiency</b>             |  |
| <b>e</b>  | <b>General behavior</b>                  |  |

**Date, Name, & Designation,**

**Signature with Seal of the Issuing Authority**

**ITI LIMITED**

**Signature of the bidder**

**ANNEXURE-VII**

**TURN OVER FOR LAST THREE YEARS.**

| <b>Sl.no.</b> | <b>Financial year</b> | <b>Turnover</b>  | <b>Average of three years</b> |
|---------------|-----------------------|------------------|-------------------------------|
| 1             | 2017-18               |                  |                               |
| 2             | 2018-19               |                  |                               |
| 3             | 2019-20               |                  |                               |
|               |                       | 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-VIII**

**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-IX**

**DETAILS OF THE WORK COMPLETED DURING THE LAST 5 YEARS**

| <b>Sl. No.</b> | <b>Name of work</b> | <b>Scope of services</b> | <b>Value of Construction</b> | <b>Date of start/completion</b> | <b>Name and address of the client</b> | <b>Value of TDS in case of private work</b> | <b>Remarks</b> |
|----------------|---------------------|--------------------------|------------------------------|---------------------------------|---------------------------------------|---|----------------|
|                |                     |                          |                              |                                 |                                       |   |                |
|                |                     |                          |                              |                                 |                                       |   |                |
|                |                     |                          |                              |                                 |                                       |   |                |
|                |                     |                          |                              |                                 |                                       |   |                |

**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-X**

**DETAILS OF ON- GOING WORKS.**

| <b>Sl. No.</b> | <b>Name of work</b> | <b>Scope of services</b> | <b>Value of Construction</b> | <b>Date of start/completion</b> | <b>Name and address of the client</b> | <b>Remarks</b> |
|----------------|---------------------|--------------------------|------------------------------|---------------------------------|---------------------------------------|----------------|
|                |                     |                          |                              |                                 |                                       |                |
|                |                     |                          |                              |                                 |                                       |                |
|                |                     |                          |                              |                                 |                                       |                |
|                |                     |                          |                              |                                 |                                       |                |
|                |                     |                          |                              |                                 |                                       |                |

**NOTE:**

- (1) The following documents are to be enclosed for each of the above works.
- Copy of Award letter.
  - Other relevant documentary evidence if any.

**Signature of bidder with**

**ITI LIMITED**

**Signature of the bidder**

**ANNEXURE-XI**

ITI LIMITED  
(A GOVERNMENT OF INDIA ENTERPRISE)

**PROFORMA OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE**  
(Judicial Stamp per Stamp Act - paper of appropriate value as respective state)

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

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

WHEREAS, the terms and conditions of the contract require the civil Contractor/firm to furnish a bank guarantee for RS .....(RUPEES.....}  
Being.....3% of the total value of the contract for proper execution and due fulfilment of the terms and conditions contained in the contract.

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

- i) This guarantee shall be a continuing guarantee and irrevocable for all claims of ITI Ltd as specified above and shall be valid during the period specified for the performance of the contract.

We, the said bank further agree with ITI Ltd. that ITI shall have the fullest liberty without our consent and without affecting in any manner our obligations and liabilities hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of contract Civil contractor/firm from time to time or to postpone for any time or from time to time any of the powers exercisable by ITI Ltd. against the Civil contractor/ firm under the contract and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variations or extension being granted to the Civil Contractor.

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

**ITI LIMITED**

**Signature of the bidder**

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

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

Signed this ..... day of ..... at .....

For and on behalf of Bank

WITNESS.

- 1. ....
- 2. ....

**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--Civil  
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.

**ITI LIMITED**

**Signature of the bidder**

**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/s.....do 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 at .....this.....day of .....

DEPONENT

ATTESTED BY (NOTARY PUBLIC)

**ITI LIMITED**

**Signature of the bidder**

**ANNEXURE-XIV**

**Dispatch number of bank/Date:**

**SOLVENCY CERTIFICATE ON LETTER HEAD OF BANK**

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

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

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

**Name Designation signature with seal**

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

**Appendix-B**

**TIME SCHEDULE FOR COMPLETION OF WORK**

The work shall be completed in all respect within the following time schedule mentioned below:

**1] Structural design, Drawings, Proof checking**

**and procurement of materials: ----- 4 months**

**2] Fabrication: -----**

**4 Months**

**3] Erection, Painting and Completion: -----**

**4 Months.**

**Total**

**12 Months**

However, completion of individual tower will be 5 months from the date of handing over. The date of commencement will be reckoned from the 15<sup>th</sup> day of the date of issue of this work order. The time of completion mentioned above will run concurrently and independently

**Signature of the Contractor**

**Dated:**

**ITI LIMITED**

**Signature of the bidder**



**TABLE FOR  
SPECIFICATION AND SPECIAL CONDITIONS**

|               |                                       |
|---------------|---------------------------------------|
| <b>1.0-12</b> | <b>GENERAL</b>                        |
| <b>13.0</b>   | <b>TESTS &amp; INSPECTION</b>         |
| <b>14.0</b>   | <b>BENCH MARKS</b>                    |
| <b>15.0</b>   | <b>WORKS TO BE OPEN TO INSPECTION</b> |
| <b>16.0</b>   | <b>TESTING OF MATERIALS</b>           |
| <b>17.0</b>   | <b>INDIAN STANDARDS</b>               |
| <b>18.0</b>   | <b>TECHNICAL STAFF</b>                |

**SPECIFICATION AND SPECIAL CONDITIONS-A**

**General**

1. These special conditions shall be read in conjunction with General terms and Conditions of the contract. Where the provisions of these conditions are at variance with the provisions of the general conditions of the contract, the provisions of these special conditions shall take precedence.
2. The work shall be executed in strict accordance with the accepted conditions of the contract, bill of quantities, specifications, and orders as may be issued by the Engineer-in-Charge and his representatives
3. The Bill of quantities is to be read in conjunction with the form of Tender, Drawings, Conditions of Contract, specifications as these documents are jointly explanatory and descriptive of the works included in contract.
4. The rates quoted in the bill of Quantities are to be for full inclusive value of the work described under the several items, including all costs and expense which may be required in and for the construction and full protection of the work described, together with all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based. The quoted rates will be for all heights, lifts and leads unless otherwise mentioned specifically in the description of them.
5. The quantities of work in the schedule are not to be considered as limiting for the amount of work to be done by the contractor. The quantities are an estimate of the amount of work to be executed and the work will be measured on completion and the Contract amount adjusted accordingly.

6. The quantity variation: quantities given in the tender documents may increase/decrease up to any extent. However, rates shall remain firm for variation in quantities whatever may be the percentage of increase or decrease in the quantities of any item. Rates shall remain firm even if certain items are required to be deleted. No claim in this regard admissible.
7. The contractor shall fully cooperate with all personal and agencies engaged by ITI Ltd for carrying out the other works. The structural and architectural drawings shall at all times be properly correlated before the execution of any work. However, in case of any discrepancy in the items given in the schedule of the quantities appended with the tender and architectural drawings relating to the relevant item, the former shall prevail unless otherwise given in writing by the Engineer in charge.
8. General directions and descriptions of work and materials given elsewhere in the contract documents are not necessarily repeated in the Schedule. Reference is to be made to the other documents for full information.
9. The contractor will be held to have visited the site before preparing the tender and to have examined for himself the conditions under which the work will be carried out, including local conditions affecting labour and to have studied the items of the bill of quantities, the Drawings and specifications, clauses relating to them and to have satisfied himself that the rates quoted by him provide for all minor accessories and contingent works or services necessary for the works described even though they are not precisely defined.
10. 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.
11. Specification shall include relevant provisions in all the following shall be supplementary to each other. In the case of conflict amongst the provisions for any item of work in the various documents under reference, the following precedence shall be followed:
  - a) Latest Indian Standard Specifications and code or practice.
  - b) Latest CPWD Specifications for works at Delhi.
  - c) Latest MES specifications.
12. If Specifications for any item of work are not covered by any of the documents mentioned in para above the same shall be decided and conveyed by the Engineer-in-charge to the contractor.
- 12.1 In case of conflict amongst the provisions of bill of quantities, specifications and drawings the following precedence shall be followed.
  - a) Descriptions of item in the bill of quantities.
  - b) Provisions in the specifications, Special conditions, if any.
  - c) Provisions in the drawings
  - d) CPWD specifications,
  - e) Indian Standard Specifications of BIS
- 12.2 In the case of conflict amongst the various drawings, the decisions of the Engineer-In-Charge shall be final and binding.
- 12.3 Samples of all the materials and workmanship proposed to be employed in the execution of works, shall be got approved from the Engineer-In-Charge in writing. The Engineer or his

representative will reject all materials or workmanship not corresponding in quality or character with the approved samples. All expenses in this connection shall be borne by the contractor.

- 13. TESTS & INSPECTION:** If so required by the Engineer, the contractor shall provide all facilities at site or at manufacture's works or in an approved Laboratory for testing of material/and/or workmanship. All the expenditure in respect of this shall be borne by the contractor unless specified otherwise in the contract.

The contractor shall, when required to do so by the Engineer, submit at his own cost, manufacturer's certificate of tests, proof sheets, mill sheets etc. showing that the materials have been tested in accordance with the requirements of this specification. Neither the omission of the engineer to test materials nor the production of manufacturer[s] certificate etc., as aforesaid, shall affect the right of the engineer to reject, after delivery, materials found unsuitable or not in accordance with the specifications.

- 13.1** C.P.W.D specifications for works at Delhi in respect of civil/electrical public health works which will be generally followed for execution of works. These are kept in the office of ITI and tenderers must inspect and read carefully before submitting their tender. It will be taken that the specifications have been fully read and understood by the tenderers, irrespective of the fact whether they have so done or not, and no claim on this account shall be entertained at a later date.

- 14. BENCH MARKS:** Masonry pillars will be erected at suitable points in the area to serve as Bench Marks. These bench marks shall be connected with permanent bench marks approved by the Engineer-in-Charge. These bench marks shall be maintained during the execution of the work. When required the contractor shall arrange for necessary equipment and labour for checking levels, orientation etc., all expenses on this account shall be borne by the contractor.

**15. WORKS TO BE OPEN TO INSPECTION**

All works executed or under the course of execution in pursuance of this contract shall at all times be open to inspection and supervision of the ITI Ltd., The work during its progress or after its completion may also be inspected by Chief Technical Examiner of Government of India (CTE) The compliance of observations/improvements as suggested by the inspecting officers of ITI Ltd/CTE/ shall be obligatory on the part of the contractor.

**16. TESTING OF MATERIALS:**

All the tests on materials, as recommended by various relevant Indian Standard Codes or other standard specifications [Including amendments current at the last date of issue of tender documents] shall be got carried out by the contractor at the field testing laboratory or any other recognized institutions/laboratory at the direction of the ITI Ltd. all testing charges expenses etc., shall be borne by the Contractor. This testing will be required in addition to manufacturing test certificate.

**17. INDIAN STANDARDS:**

Wherever any reference is made to any IS in any particular specifications drawings or bill of quantities it means the Indian Standards editions with the amendments current at the last date of receipt of tender documents.

**18. TECHNICAL STAFF:**

The contractor shall employ the following technical staff during the execution of this work.

For tower works

- i. Two graduate Engineers with a minimum of 05 years' experience or two diploma holder with 8 years' experience AS A PROJECT INCHARGE for North & North-Eastern region and also one BE/Diploma Engineer as a site engineer with one/ two years' experience respectively for group of 4 to 5 tower. In case the contractor fails to employ the technical staff as aforesaid, he shall be liable to pay a sum of Rs. 20000/month for each month of default. The decision of the Engineer in charge as to the period for which the required technical staff was not employed by the contractor shall be final and binding on the contractor.
- ii. One Graduate engineer for quality control will be engaged for 8-10 towers.

The employment of technical staff may be correlated to the tendered cost [Applicable for each construction site]

## **SECTION - VII**

### **TOWER AND FEATURES: MICROWAVE TOWERS AND CONNECTED WORK**

#### **1. GENERAL CONDITIONS**

- 1.1 SCOPE OF WORK
- 1.2 DESIGN OF TOWERS
- 1.3 QUALITY OF MATERIALS
- 1.4 FABRICATION OF MATERIALS GALVANIZATION
- 1.5 TOWER ACCESSORIES
- 1.6 EARTHING
- 1.7 ERECTION OF TOWER AND ANTENNA

#### **2. SPECIAL CONDITIONS**

- 2.1 SCOPE
- 2.2 DESIGN OF TOWERS
- 2.3 MATERIALS, EQUIPMENTS AND STORES
- 2.4 QUALITY OF MATERIALS
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#### **3. SAFETY CODES**

## **1. GENERAL**

### **1.1. Scope**

- i. Design, fabrication, galvanizing, transporting to 'site and erection of Micro Wave (MW) Steel structural towers for microwave links between selected stations. The height of towers will range from 20 m to .120 m, as required, for connectivity.
- ii. The work Includes the. provision of accessories such as lightning conductors, photo sensitive aviation obstruction lights, earthing, platforms and structures for mounting at intervals of 5/10/15/20/30/40 mtr etc. as per evolved design and 'specifications which will be approved by the user.

### **1.2. Design of Towers:**

The MW 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 bidder shall validate the design of towers by means of computer analysis from any of the following recognized institutes: -

- i] Central Building Research Institute, Roorkee.
  - ii] Structural Engineering Research Centre, Chennai.
  - iii] IIT, Chennai.
  - iv] IIT, Kanpur.
  - v] Indian Institute of Science, Bengaluru.
  - vi] CPRI, Bengaluru.
- **The foundation of towers shall be based on the soil data that would be assessed by the contractor for each sites. Report to be submitted to the company.**

### **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 coper 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 stall be tested for strength before using them on work.
- 1. Lightning arrestor and conductor should be provided.
  - 2. Earthing of tower should be kept away from the equipment and building earth.
  - 3. 'Platform should be provided at every 5/10/15/20/30/40 m height. It should be 1.25 m wide and run all along the four sides of the tower. It should have railing on both sides. Requirement of platforms as per tower height would be as under: -

- a) 20/30m Tower: Qty 01 on top.
  - b) 45m Tower: Qty 01 on top and Qty 01 Rest Platform at 30m.
  - c) 60m Tower: Qty 02 (at 45m and on top) and Qty 01 Rest Platform at 30m.
  - d) 80 m Towers: Qty 03 (at 45m, 60m and on top) and Qty 01 Rest Platform at 30m.
  - e) 100m Tower: Qty 04 (at 45m, 60m, 80m and on top) and Qty 01 Rest Platform at 30m.
  - f) 120m Tower: Qty 05 (at 45m, 60m, 80m, 100m and on top) and Qty 01 Rest Platform at 30m.
  - g) Work of extended platform to be carried out as per the site requirement/ and as per user requirement.
- 4. Capacity should exist for fixing of 50% additional microwave antennae.
  - 5. All the other accessories and items required for erection of Microwave towers to be executed.

## **2.0 SPECIAL CONDITIONS/SPECIFICATIONS FOR TOWERS**

### **2.1 SCOPE:**

Design, Fabrication, Galvanizing transporting to site and erection of Micro wave steel structural towers for Microwave links between selected station. The height of towers will range from 20 Mtrs to 120 Mtrs as required for connectivity.

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 work includes the provision of accessories such as lightning conductors, Photo sensitive aviation obstruction lights, earthing, platforms and structures for mounting at intervals 5/10.15/20/30/40 mtrs etc. as per evolved design and specifications which will be approved by the user.

For the replacement links, the existing microwave towers will be used without any increase in antenna heights, efforts will be made to use the existing infrastructures in terms of racks and mounts, cable trays, equipment housings, power backup systems, etc. In case an increase in heights is required, the same shall be indicated clearly in the survey report after conclusion of the contract.

This contract covers Soil investigation to get SBC of soil, Design, Fabrication, Galvanizing, Transporting to site and erecting microwave Steel Structural towers for microwave link.

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

Note: The approximate size of the antenna will be about 3 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 lightning conductors, aviation obstruction lights and earthing etc., as per the schedule attached.



## **2.2 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 following recognized institutes.

1. i] Central Building Research Institute, Roorkee.
- ii] Structural Engineering Research Centre, Chennai.
- iii] IIT, Chennai.
- iv] IIT, Kanpur.
- v] Indian Institute of Science, Bengaluru.
- vi] CPRI, Bengaluru.

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 consultant'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.

## **2.3 MATERIALS, EQUIPMENTS AND STORES:**

It shall be the exclusive responsibility of the contractor to select, procure, supply, purchase, pay, transport, store, convert, transfer, fabricate, manufacture, erect and or install materials/items required to be produce supplied and erected within the scope of work they are intended and they meet the specifications for the relevant works.

## **2.4 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

## **2.5 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.

## **2.6 FASTENERS:**

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

## **2.7 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.

## **2.8 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.

## **2.9 EARTHING:**

Making earth by supplying all required material like 600 \* 600mm copper earth plate, copper strip, GI 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.

#### **2.10 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.

#### **2.11 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.

#### **2.12 VARIATION IN QUANTITIES:**

The variation upto  $\pm 20\%$  of the quantities mentioned in the schedule shall be paid on schedule unit rate basis.

#### **2.13 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.

#### **2.14 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.

## **2.15 TERMS OF PAYMENT:**

### **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:
  - vi) 80% 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 USER and authorized representative of ITIL.
  - vii) 10% on completion of all the towers.
  - viii) 10% on handing/ taking over and completion of AITP (Acceptance Testing) jointly signed by authorized Board of Representatives of the USER and authorized representative of ITIL.
  - ix) Payments shall however be linked with completion of all other activities as per Specifications, SoW and ABD.
  - x) 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).

## **2.16 TIME SCHEDULE FOR COMPLETION:**

The entire work shall be completed within 12 months from the date of technical clearance. The technical clearance would mean the date on which the height of tower and the number of Antennae on each tower is cleared by ITI Ltd. A PERT chart shall be prepared in such a manner that the towers are completed in phases, well within the overall time frame and submitted along with the tender.

However, completion of individual tower will be 5 months from the date of handing over. The date of commencement will be reckoned from the 15<sup>th</sup> day of the date of issue of this work order. The time of completion mentioned above will run concurrently and independently

The detailed progress schedule for reaching these target dates should be annexed. It would be agreed between the parties that this time schedule is the essence of the contract.

## **2.17 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.

## **2.18 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.

## **2.19 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 12 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 12 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 workmen 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 lead 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 which 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.



**CHECK LIST FOR THE SUBMISSION OF TENDER:**

Whether the following documents are enclosed:

| Sl.No. | Description   | Yes | No. | Page no. |
|--------|---|-----|-----|----------|
| 1      | Documents in support of submission of cost of tender document   |     |     |          |
| 2      | Documents in support of submission of EMD   |     |     |          |
| 3      | Copy of Power of Attorney of authorized signatory of the bid on stamp paper duly notarized                                |     |     |          |
| 4      | EPF registration certificate  |     |     |          |
| 5      | GST registration certificate  |     |     |          |
| 6      | Average annual financial turnover for the last three years certified by the Chartered Accountant with registration number |     |     |          |
| 7      | Bank Solvency certificate on or after 01-08-2020  |     |     |          |
| 8      | Work completion certificate during the last five years  |     |     |          |
| 9      | Organization set up of the company [as per annexure]  |     |     |          |
| 10     | Details of ongoing works  |     |     |          |
| 11     | Signed Integrity Pact   |     |     |          |
| 12     | Any Litigation History  |     |     |          |
| 13     | All the pages of tender documents signed .  |     |     |          |
| 14     | Signed non-disclosure agreement   |     |     |          |
| 15     | Price Bid – Part II (Separate)  |     |     |          |

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

**ITI LIMITED**

**Signature of the bidder**

## **FINANCIAL BID [PART TWO]**

**SECTION - VIII**  
**PART – II: PRICE BID**

**Details of height of towers**

**Details of Number of Tower and Height to Tower (Indicative)**

| Sl.No. | Height of Tower [Metre] | No. of Towers |
|--------|-------------------------|---------------|
| 1      | 20                      | 8             |
| 2      | 30                      | 8             |
| 3      | 45                      | 4             |
| 4      | 60                      | 4             |
| 5      | 80                      | 4             |
| 6      | 100                     | 4             |
| 7      | 120                     | 4             |

**Note: Payment conditions**

- 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) 80% 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 USER and authorized representative of ITIL.
  - ii) 10% on completion of all the towers.
  - iii) 10% on handing/ taking over by the USER and completion of AITP process.
  - iv) Payments shall however be linked with completion of all other activities as per Specifications, SoW and ABD.
  - v) 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).

- 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.
- 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 contractor. 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 incase he would be unwilling to accept a part of the work.
- The quantity variation: quantities given in the tender documents may increase/decrease up to any extent. However, rates shall remain firm for variation in quantities whatever may be the percentage of increase or decrease in the quantities of any item. Rates shall remain firm even if certain items are required to be deleted. No claim in this regard admissible.

**BILL OF QUANTITIES OF M/W TOWERS**

| SL.NO | DESCRIPTION OF ITEMS   | UNIT | QUANTITY | RATE (IN FIGURES) | RATE (IN WORDS) | AMOUNT |
|-------|--|------|----------|-------------------|-----------------|--------|
| 1     | Design fabrication ,galvanizing and supply of tower materials including fasteners at site of work.[ <b>Including soil investigation works for getting SBC of soil for design purpose</b> ]   | MT   | 1552     |                   |                 |        |
| 2     | Erection of tower to the desired height as per specification.  | MT   | 1552     |                   |                 |        |
| 3     | Painting of towers –two or more coats with synthetic enamel paint of approved quality and shade over a coat of etching primer followed by a coat of Zinc Chromate Primer.  | MT   | 1552     |                   |                 |        |
| 4     | Erection of antennae including mounting them at the desired elevation and angle on the tower including wave guide (Antennae and wave guide will be supplied by ITI at site of Work).   | NOS. | 144      |                   |                 |        |
| 5     | Providing earthing for each leg of Tower and lightning conductor as per IS: 3043 and as per Detailed Specifications.   | NOS. | 144      |                   |                 |        |
| 6     | Providing aviation obstruction Warning lights at two levels with twilight switch, suitable cable switch – fuse unit mounted on the tower secured in aluminium cast weather proof enclosure, etc. complete as per specification including providing a copper lightening arrestor at the top of tower. | SET  | 36       |                   |                 |        |
| 7     | Design fabrication and supply of tower foundation materials such as Anchor Rods, Shoes and Templates etc, required for tower foundations at site work and fixing as per Specification P-186 I-10.20.   | MT   | 128      |                   |                 |        |
|       | <b>CIVIL WORKS</b>   |      |          |                   |                 |        |
| 1     | EARTH WORKS EXCAVATION P-74 I-2.7.1  | CUM  | 16560    |                   |                 |        |

|   |                                       |        |        |  |  |  |
|---|---------------------------------------|--------|--------|--|--|--|
| 2 | P.C.C P-86 I-4.1.8]                   | CUM    | 472    |  |  |  |
| 3 | R.C.C. FOR FOOTING P-95, I-5.1.2M-25] | CUM    | 2052   |  |  |  |
| 4 | CENTRING FOR FOOTING p-96 i-5.9.1     | SQ.MTR | 1708   |  |  |  |
| 5 | STEEL REINFORCMENT -P-98 I-5.22.4     | KGS    | 230736 |  |  |  |
| 6 | CONCRETING FOR PEDESTAL P-95 I-5.2.2  | CUM    | 292    |  |  |  |
| 7 | CENTRING FOR PEDESTAL P-96 I-5.9.6    | SQ.MTR | 1656   |  |  |  |
| 8 | PLINTH BEAM RCC P-95 I-5.30           | CUM    | 312    |  |  |  |
| 9 | CENTRING FOR PLINTH BEAM P-95 I-5.9.5 | SQ.MTR | 1440   |  |  |  |

**Note: 1] SBC of soil has to be ascertained by the agency before designing of structure at their own cost.**

**2] Payments:** 80% will be paid after completion of the work. 10% will be paid after completion of the work in the group and balance 10% will be paid after handing over of the tower and submission of ABD.

**3] The quantities may vary to any extent either increase or decrease.**

**4] The rate quoted by the agency is exclusive of GST.**