

ITI LIMITED
Dooravaninagar, Bangalore – 560 016
PLANT ELECTRICAL DEPARTMENT

NOTICE INVITING TENDER

Ref: BGP/PLE/NIT/22OEW/04

Date: 29/04/2022

- I. Tenders are invited from the experienced and qualifying contractors and those contractors who have Registered with MES, CPWD Railways etc., and also all those contractors who are fulfilling the below mentioned eligibility criteria for participating in the tender for the following works to be carried out at ITI Limited, Dooravaninagar, Bangalore-16. The contractor should have successfully completed such class of works in respective category of works in the last Five to Seven years in any State / Central Govt. Undertaking / PSU's / Leading private undertakings.
- II. Tender will be issued / received from **10.00 hrs. to 14.00 hrs.** on all working days on the dates noted against the works at the office of the Addl. General Manager – CS, Admin. Building, ITI Ltd., Dooravaninagar, Bangalore – 560 016. The tenders will be opened at **11.00 hrs.** on the dates as specified below in presence of the contractors who choose to be present.

The cost of each set of Tender documents is **₹ 1000/-** which is non-refundable.

The Bidder downloading the Tender Documents Online should pay the Tender Fee (₹ 1000/-) at the time of submission of their respective Bid(s).

The MSME Bidder(s) claiming the exemption from Tender Document Fees and EMD should furnish proper MSME Certificate along with a Cover letter for the same.

In any case the request for Tender documents is to be never sent by post. The Company will not be responsible for any Technical delays and we encourage only Online Tenders.

III. Prequalification and eligibility criteria / experience and the documents are to be furnished along with the request for issue of Tender documents.

1. Those contractors who have successfully completed similar nature and class of works in the last Five to Seven years. As per the following eligibility criteria.

Work completion certificate with supporting documents, in single work costing not less than 80% of the estimated cost of the said work i.e., only Electrical works.

OR

Work completion certificate with supporting documents, in Two works, each work costing not

less than 50% of the estimated cost of the said work.

OR

Work completion certificates with supporting documents, in Three works, each work costing not less than 40% of the estimated cost of the said work.

2. Solvency Certificate and valid income tax clearance certificate are to be furnished. The minimum Solvency value certificate to be furnished. Please note that the Solvency certificate issued by the Banks on or after April 2021 only will be considered.

Sl.	BRIEF DESCRIPTION OF WORK	MINIMUM SOLVENCY VALUE (₹)
1.	DESIGN, FABRICATION, SUPPLY & INSTALLATION OF CONVENTIONAL TYPE OVEN.	15,00,000/-

2. Copy of PAN / GIR No. Registration certificate issued by Income Tax Authority.
3. Details of works carried out during last 3 years in Govt. organization / Public sectors / leading private organizations with certificate(s).
4. Certificate of TIN Number
5. Balance sheet for Last 3 years
6. IT Returns for the past 3 years
7. Local office address and contact numbers.
8. Labour license and ESI & PF Code numbers to be furnished.
9. Copy of the GST Registration Certificates.
- IV) EMD and cost of Tender forms should be paid only by Cash Challan / Bank Draft / Banker's Pay Order drawn in - favour of "ITI LIMITED "Bangalore Plant. Other modes of payment are not acceptable. Tenders without EMD will be rejected. Payment details of EMD i.e., through Cash Challan / Bank Draft / Bankers Pay Orders Nos. should be clearly written on the respective Tenders.
- The Tenderer shall read the tender documents carefully and fill all the columns nearly. Incomplete tenders will be rejected.
- The Tenderer shall return the duly filled in tender documents after affixing signature on all pages.
- The Tenderer shall ensure and submit "Technical Bid (Part - I) "and "Instructions to the tenderers"', "NIT "etc and "Schedule of Work/ Price Bid (Part - II)" in a separate cover. Both these covers shall be separate and then put together. The details properly identifiable with necessary information such as Tender reference, name of the work, type of documents enclosed inside, date of tender opening etc, to enable opening of the correct document cover only. EMD/ Tender document cost shall be attached along with the Technical Bid (Part - I) of the offer.**
- V) Company reserves the right to verify the credentials of the contractors before awarding the work. M/s. ITI Limited reserves the right to accept or reject, all or any Tender in full or part without assigning any reason thereof.

VI) Such of the intending Tenderers who are down loading the Tender documents directly from the web site may please note that their Tenders are to be submitted in full i.e., (Technical Bid and Price Bid), and the tender shall be accompanied with cost of tender document and EMD separately all as per the details as specified above along with the requisite documents, fulfilling as per the eligibility criteria as indicated in this NIT.

Failing which such tenders are liable for rejection.

VII) This advertisement can also be seen in the ITI Web site www.itiltd_india.com Bangalore Plant and this tender notice forms part of the tender document.

VIII) Receipt of applications for issue of Tender forms will be stopped by 14.00 hours, before the date fixed for opening of tenders. Issue of tender forms will be stopped three days before the date fixed for opening of tenders.

<i>Sl.</i>	<i>Brief Description of Work</i>	<i>Est. Cost in Lakhs</i>	<i>EMD (in ₹)</i>	<i>ISSUE OF TENDER FORMS</i>	<i>Last date and time for submission of Tender (10.00 AM)</i>	<i>Date and time of opening of Tender (12.00 PM)</i>	<i>Time For Completion Of Project</i>
1.	DESIGN, FABRICATION, SUPPLY & INSTALLATION OF CONVENTIONAL TYPE OVEN.	37.5	75,000/-	30.04.2022 to 07.05.2022	09.05.2022	09.05.2022	Two Months

For further details, please contact the Addl. General Manager [Central Services] - Mr. HARATHEESH H.A, Phone No. 080 - 2850 - 3635; email address haratheesh_bgp@itiltd.co.in visit the Website www.itiltd_india.com

Addl. GENERAL MANAGER - CS

ITI LIMITED –BANGALORE Plant

Tender Ref.: BGP/PLE/NIT/22OEW/04

GENERAL TERMS AND CONDITIONS OF CONTRACT

Sub: Ref: BGP/PLE/NIT/22OEW/04

01. Tender Number: 01

02. Name of work: **DESIGN, FABRICATION, SUPPLY & INSTALLATION OF CONVENTIONAL TYPE OVEN.**

03. Completion Time: **Two Months**

04. Estimated Cost: **₹ 37.5 Lakhs.**

05. Earnest Money Deposit: **₹75,000/- (Rupees Seventy - Five Thousand Only)**

06 DATE OF ISSUE OF TENDER FORMS: 29/04/2022

07. Last Date & Time for issue of tender: - **07/05/2022** upto 14.00 Hrs.

08. Last Date & Time for submission of tender: - **09/05/2022** upto 10.00 Hrs.

Receipt of Completed Tender

09. Date & Time for Tender Opening: **09/05/2022** at 12.00 Hrs.

10. Place of submission of Tender: **Online Submission “AGM – CS OFFICE, ITI LIMITED, Bangalore – 560016”**

This tender document **includes** the following:

01. Instructions to Tenderers
02. Specifications and T&C of Contract
03. Technical cum commercial bid.
04. Schedule of Work / Price bid /INTEGRITY PACT etc.

Note:

1. The tenderer shall read the tender documents carefully and fill all the columns neatly. Incomplete tenders may be rejected.
2. The tenderer shall return the duly filled in tender document after affixing signature on all pages.
3. The Tenderer shall ensure and put “**Technical bid (Part – I)**” and “**Instructions to Tenderers**” in **one cover** and “**Schedule of Work / Price bid (Part – II)**” in a **separate cover**. **Both these covers shall be separate and then put together. Necessary information such as Tender reference, Name of the work, type of document put inside, date of tender opening to enable to open the correct document cover only.**
4. **EMD/TENDER DOCUMENT COST shall be attached along with the Technical bid (Part-1) of the offer.**

Signature of the Contractor

INSTRUCTIONS TO TENDERERS

1. Tenders for the above noted work are hereby invited from Contractors experienced in works of similar kind and magnitude.
2. Tenders should be addressed to the Issuing Officer, ITI Limited, Bangalore –. The full name and address of the tenderer, name of the work and the date of opening should be indicated.
 - 2.1 The local address of the Contractor, the name of the person to whom all the correspondence are to be addressed should be indicated with telephone number (both office and residence), FAX/ email address, Mobile phone No. etc.
3. All entries in the tender documents should be in the same ink. Erasures and over writing are not permitted. The tenderer concerned with proper indication of the name, designation and address of the person signing should duly sign all cancellations and insertions.
4. Tenderers shall fill in all the required particulars in the blank spaces provided for this purpose in the tender documents and also sign each and every page of the tender document including the drawings (wherever applicable) attached there to before submitting tender.
5. Unit rates should be quoted in figures as well as in words in Indian Currency only i.e. Rupees and Paise with reference to each item and for all the items shown in the attached schedule. The rates shall include all taxes and duties payable on account of Service Tax, Sales Tax, etc., and also expenses towards PF and ESI contributions (see clauses 8, 39 and Annexure-C). Amount of each item and the total on each sheet as also the grand total amount of the whole contract shall be filled by the tenderers.
6. In case the rate quoted in figures differ from those quoted in words, the lower of the rates will be taken as the tendered rate and shall be binding on the tenderers. In case of arithmetical errors between Rate and Amount or any summation error, Rate (which will also be written in words) will be considered as the basis for computing the Total Offered Value.
7. In quoting their rates, the tenderers are advised to take into account all factors including any fluctuations in market rates. No claim for enhanced rates will be entertained on this account after acceptance of the tender or during the currency of the contract.
8. The rates to be quoted by the tenderer shall be firm and shall cover and include all statutory levies arising from Acts, passed by Parliament or by State legislature and rules framed there under. The rates shall further be deemed to include statutory levies arising from such Acts, Central or State, which may come into force, subsequent to submission of tenders. The tenderer shall note that no claim for enhancement of rates, on the ground that existing statutory levies have been increased, or that new statutory levies have come into effect after tender, or on any other ground, will be
9. (a) The rates quoted in the tender shall remain valid for a period of „THREE MONTHS“ from the date of opening of tender.
(b) Tenderer shall not increase their quoted rates, once the tenderer has submitted his quotation and during execution of the contract in case his tender is accepted.
10. Quantities shown in the attached schedule are only approximate and are liable to variation without entitling the Contractor to any compensation, provided the total value of the contract does not vary by more than 25 % (twenty percent).
11. Before tendering, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions, position of materials and labor. They should be well versed with ITI LIMITED General Conditions of Contract and Instructions to tenderers, CPWD WORKS MANUAL, drawing wherever applicable and specifications and all other documents which form part of the agreement to be entered into subsequent to award of work. The tenderers shall specially note that it is the tenderer's responsibility to provide any item which is not specially mentioned in the specification or drawing, but which is necessary to complete the work.

Signature of the Contractor

12. Details and quantities of each item of work shown in the “Bill of Quantities” attached here to are only approximate. They are given as a guide for the purpose of tendering only and are liable to variation and alteration at the discretion of the competent authority. The work under each item as executed shall be measured and priced at the corresponding rates to be quoted by the contractor in the Bill of Quantities attached here to.

13. Should a tenderer find discrepancies or omissions in the drawings wherever applicable / Specifications / Scope of work / Terms & Conditions attached to the tender documents or should be in doubt as to their meaning, he should at once address to the authority inviting the tender for clarifications.

Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful tenderer shall take upon himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.

14. In the event of tender being submitted by a firm, the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of Attorney on behalf of the firm concerned. In the latter case, a copy of the power of attorney duly attested by a Gazetted officer must accompany the tender.

15. In case, the date of tender opening falls on Holiday, the tender will be opened on the next working day.

16. Every tender must be accompanied by deposit receipt for the amount mentioned as Earnest Money Deposit. This earnest money will be refunded to the unsuccessful tenderer's contractors will be refunded to them without bearing any interest. In the case of successful tenderer, the earnest money will be retained as part of the Security Deposit for satisfactory completion of the work in accordance with Clause OF ITI LIMITED General Conditions of the Contract. Tenders without Earnest Money Deposit receipts are liable to be rejected. No interest will be paid on the earnest money deposits.

17. The Earnest Money Deposit shall be submitted along with Technical bid and may be furnished in any of the following forms:

(a) Pay Order / Demand Draft

18. Unless the Contractor whose tender is accepted signs the contract agreement within fifteen days (15 days) of the date of the order directing him to do so, the amount of Earnest Money already deposited by him may be forfeited and acceptance of his tender withdrawn.

19. If, after opening of tenders, a tenderer revokes his tender or increases his earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the instructions of Engineer-in-charge, the Earnest Money Deposited by him will be forfeited and acceptance of his tender withdrawn. If only a part of the work included in the tender had been awarded to the tenderer, the amount of Earnest Money to be forfeited will be based on the value of the contract so awarded.

20. ITI LIMITED reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason thereof. In the case of acceptance of a part of tender, the time for completion may also be reduced to the extent considered appropriate by the accepting authority.

21. Conditional and unsigned tenders, tenders containing absurd rates and amounts, tenders which are incomplete or otherwise considered defective, tenders which are not in accordance with the tender conditions laid down by the Accepting Officer and tenders not submitted in the prescribed forms are liable to be rejected.

22. The contractors who are not on the approved list of contractors of this organization must submit the following testimonials simultaneously with their tenders. These testimonials shall be signed by the person(s) issuing the same indicating their name, designation and full address.

i) A certificate to establish that the tenderer is an independent contractor working on his own.

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ii) At least 2 certificates from responsible officers of Government or firms of repute, regarding the tenderer's capacity to undertake and carryout the work tendered for / similar work satisfactorily.

iii) A certificate from a Bank of standing or magistrate regarding the tenderer's financial position.

Note: (a) Copies of testimonials are to be attested by a Gazetted Officer

23. The tenders should be accompanied by a list of contracts already held by the Contractor at the time of submitting the tender and giving the following particulars:

(a) Name of work, value and address.

(b) The balance work remaining to be done on the same.

24. Tenders submitted by post should be sent by "Registered Post with Acknowledgement due". These should be posted with due consideration for any delay in postal delivery. Tenders received after the due date of opening of tenders are liable to be rejected.

25. The Contractor's responsibility under this contract shall commence from the date of receipt of the order or acceptance of his tender.

26. If a tenderer expires after the submission of his tender or after the acceptance of his tender, ITI LIMITED may, at their discretion, cancel such tender. If a partner of the firm expires after the submission of the Tender, after the acceptance of the Tender, ITI LIMITED may cancel such Tender at the discretion unless the firm retains its character(s).

27. ITI LIMITED will not be bound by any power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. They may however, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

28. If the tenderer deliberately gives wrong information in his tender, ITI LIMITED reserves the right to reject such tender at any stage. Further the tenderer will be liable for any damage caused.

29. Words imparting the singular number shall be deemed to include the plural number and vice-versa where the context so requires.

30 The General and Special Conditions of Contract are complementary to each other and where they are in conflict, the special condition shall prevail.

31 The expenses for completing the stamping the agreement shall be paid by the contractor.

32. Unless and otherwise stated all tendered work includes supply, erection, testing and commissioning of equipment as agreed to in the contract.

33. After completion of the job, the contractor has to furnish actual drawings of work done in consultation with Engineer-in-charge.

34. Any covering letter and comments of the Contractor should be submitted in duplicate along with.

35. The Contractor shall provide all the materials needed for trial run, testing including chemicals, consumables etc. In quoting their rates, the Contractors are advised to take into account the cost of the above materials.

36. Should a tenderer or a contractor on the list of approved contractors have a relative or in the case of firm or Company of Contractors any of its shareholder's relative is employed in a Gazetted Capacity in the CENTRAL SERVICES Division of ITI LIMITED, Bangalore – , the authority inviting tenders shall be informed of this fact at the time of submission of the tender, failing which tender may be disqualified or if such a fact subsequently come to light, the relevant provisions of the General Conditions of Contract will apply.

Signature of the Contractor

37. These “INSTRUCTIONS TO TENDERER’S & GENERAL CONDITIONS OF CONTRACT OF ITI LIMITED CPWD WORKS MANUAL SPECIFICATION” shall be deemed to form an integral part of the contract agreement for the work to be entered into.

38. All operations to be carried out by the Contractor during the execution of the contract such as drilling, welding etc., shall be done with proper equipment brought by the tenderer. Any portable equipment brought in by the contractor shall have proper cables with Earthing where required. Proper extension points shall be used with Earthing. Suitable power point will be provided and tapping from the power point to equipment shall be done using proper size of cable, equipment and after getting approval of connections from our Engineer-in-charge.

39. The Contractor shall comply with the provision of Employees Provident Fund and Miscellaneous Provisions Act 1952 and rules, regulations and other orders issued thereunder. He, as an employer, shall be liable to pay employer’s contribution/deductions towards PF under the PF Act in respect of all labor employed by him, for the execution of the contract in accordance with the provisions of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 as amended from time to time. For this purpose he shall indicate the code number obtained from the Regional Provident Fund Commissioner or he should obtain a code number if he has not and produce the Photostat copy of the challan / receipt of monthly remittance of the contribution made by him to the PF Commissioner. Final payments due to him will be released only on production of a “No due certificate” from the Regional Provident Fund Commissioner wherever applicable. He shall also furnish such returns as are due, under the Act, to be sent to the appropriate authorities through the Principal Employer”.

40. The Contractor should get himself registered with the E.S.I. Authorities as an independent Employer, obtain a separate code number and remit the dues in respect of the labour employed by him for the work and produce the Challans / Receipts of remittance of the ESI contributions due under the E.S.I. Act to the Company authorities. He shall also furnish such returns, as are due, under the Act, to be sent to the appropriate authorities through the Principal Employer.

41. If any action is brought in by P.F. Commissioner/ ESI authorities on ITI LIMITED for the work done by the Contractor for his laborer’s regarding PF/ESI amount due, short remittances, non-remittances etc., the Contractor shall defend the case on behalf of ITI LIMITED and/or reimburse ITI LIMITED the expenses so incurred.

42. If applicable, the Contractor shall apply and obtain license under Contract labour (R&A) Act 1970 and comply with the relevant provisions of this Act in respect of the labour employed by him for executing this contract. The Contractor shall furnish necessary returns to the authority through the Principal Employer.

43. If applicable, the Contractor shall insure all his laborer’s and materials. Any claim by his employees for the damages shall be settled by the contractor even action is against ITI LIMITED or to reimburse the legal expenses incurred by ITI LIMITED

44. Any action brought in by anybody on ITI LIMITED regarding patent, right etc., used by contractor in execution of work shall be defended by the contractor and / or reimburse to ITI LIMITED the cost of the same.

45. Contractor shall produce necessary records, documents, explanation whenever he is called upon to do, by any Government. Agencies like ESI, PF, VIGILANCE etc...

46. SECURITY DEPOSIT

46.1 The successful tenderer shall deposit the Security deposit before start of the work.

In case the contractor

- a) Makes default in commencing the work within reasonable time from date of handing over of the site and continuous in that state after a reasonable notice from senior/Engineer /Civil E/C; OR b) In the opinion of the Sr. E/C/E/C at any time, whether before or after the date or extended date for completion, make default in proceeding with the work, with due diligence and continues in that state after a reasonable notice from Sr. E/C/E/C. OR c) Fails of comply with any of terms and conditions of the contract or after reasonable notice in writing with orders properly issued thereunder : OR
- d) Fails to complete the work, work order and items of work with individual dates for completion and clear the site on or before the date of completion, or fails to achieve the progress as set out under clause 7 of these General Conditions of Contract. The Accepting Officer may, without prejudice to any other rights or remedies which shall have accrued or shall accrue thereafter to ITI LIMITED cancel the contract as a whole or in part thereof or only such work order or items of

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work in default from the contract. Whenever the Accepting Officer exercises his authority to cancel the contract as a whole or in part under this condition he may complete the work at the contractor risk and cost, provided always that in the events of the cost of completion (has certified by Sr. E/C/E/C which is final and conclusive) being less than the contract cost, the advantage shall accrue to the ITI LIMITED if the cost of the excess amount ordered by Sr. M.P./Sr. E/C/E/C or the same shall be received from the contractor by other means. In case of ITI LIMITED completes the work or any part thereof under the provisions of this condition the cost of such completion to be taken into account in determining the excess cost to be charged to the contractor under this condition shall consist of the cost of the material purchased and /or labour provided by the ITI LIMITED with an addition of such percentage to cover superintendence and establishment charges as may be decided by the Sr. M.P./Sr. E/C/E/C. whose decision shall be final and conclusive.

47. TERMINATION OF CONTRACT OF DEATH:

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, Accepting Officer shall have the opinion of terminating the contract without compensation to the contractor.

48. SPECIAL POWER OF DETERMINATION:

If at any time after the Acceptance of the tender, ITI LIMITED shall for any reason whatsoever not required the whole or any part of the work, to be carried out, the Sr. M.P./Sr. E/C/E/C shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the force closing of the work.

He shall be paid at Contact rate, for the full amount of the work executed including such additional works, e.g. clearing of site, etc., as may be rendered necessary by the said fore-closing. He shall also be allowed reasonable payment (as decided by the Accepting Officer) for any expenses sustained on account of labour and materials collected but which could not be utilized on the work, as verified the Sr. E/C Neither shall the contractor has any claim for compensation on account of any alterations having been made in the original specifications drawings, designs and instructions, involving any curtailment of the work as originally contemplated.

49. FAIR WAGE:

a) The Contractor shall pay not less than the „Fair Wage’s to laborer’s engaged by him on the work. Fair Wages means wage whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been notified, the wages prescribed by the Sr. Manager/Projects/Sr. E/C/E/C for the stations at which the work is done.

b) The contractor shall, notwithstanding the provision of any contract to the contrary, cause to be paid a Fair Wage’s to laborer’s indirectly engaged on the work, including any labour engaged by his subcontractors in connection with the said wok, as if the laborer’s had been directly employed by him.

c) In respect of all labour directly or indirectly employed on the work for the performance of the contractors part of this Agreement, the contractor shall comply with or cause to be complied with the ITI LIMITED contractor’s labour Regulations in regard to payment of wages, wage period, deductions from wages, recovery of wages, not paid and deductions, unauthorized made, maintenance of wage book, wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of a like nature.

d) The Senior Engineer /Civil/E/C concerned shall have the right to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the condition of the contract for the benefit of the workers, nonpayment of wages or of deductions made from this or their wages which are not justified by the terms of the contract or non-observance of the regulations.

e) Vis-à-vis ITI LIMITED the Contractor shall be liable primarily for all payments to be made under the contract and for the observances of the Regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.

f) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

Signature of the Contractor

VALUATION AND PAYMENT

50. RECORDS AND MEASUREMENTS: All items having a financial value shall be entered in the ITI LIMITED Measurement Book so that a complete record is obtained of all works performed under the contract. Building etc. priced in schedule as a unit lump-sum will be entered by number at the unit lump-sum. Work carried out for agreed lump-sums will be described and similarly recorded. Lump-sum omissions will be entered for deduction. Measurement shall be restricted to that required to ascertain the financial liability of ITI LIMITED under the contract. Work which fails to be measured in detail shall be measured physically, without reference to any local custom that may obtain excepting where it may otherwise be directed in the tender documents. The measurements shall be taken jointly by any person duly authorized on the part of the ITI LIMITED and by the contractor. The Engineer-in charge shall give reasonable notice in writing to the Contractor of appointment for measurement.

The contractor shall, without extra charge, provide assistance with appliances and other things necessary for measurement. The Contractor shall bear all the cost of measurement of his work. Measurement shall be entered in the ITI Measurement book and signed and dated by both parties each day at the site on completion of measurement. If the contractor objects to any of the measurement recorded on behalf of the ITI LIMITED a note that effect will be made in the ITI LIMITED measurement book or against the item or items objected to; and such note shall be signed and dated by both the parties engaged in taking the measurement. If, as a result of such objection, it becomes necessary to re-measure the work wholly or in part, the expense of such re-measurement shall be borne by the party requiring the measurement to be re-taken provided that a net error is found by this re-measurement to amount to less than 5% (five percent) of the value as recorded by the first measurement. But, where the net errors amount to 5% and over of the said value, then the cost is to be borne by the other party. If any case, of the net value of errors found exceeds Rs. 500/- the expense of re-measurement is to be borne by the other party. If the Contractor's representative fails to attend when required, the Engineer-in-charge shall have power to proceed by himself to take measurements and in that case these measurements shall be accepted by the Contractor as final.

The contractor shall, once every month submit to the Senior Engineer/Civil/E/C with a copy to the Sr. M/P/details of his claims for the work done by him up to and including the previous months which are not covered by his contract Agreement in any of the following respects.

- a) Deviation from the items and Specifications provided in the contract documents.
- b) Extra items/New items of work.
- c) Quantities in excess of those provided in the contract schedule.
- d) Items in respect of which rates have not been settled. He should, in addition, furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done up to and including the period under report.

51. VALUATION OF DEVIATIONS:

Rate for deviated items of work will be fixed as follows:

I. For any item of work required to be carried out after the contract has been awarded and which is not covered by Contractor's Schedule but is covered by C.P.W.D. schedule of rates the rate payable for such a fresh item will be derived from C. P.W.D. Schedule by the method of proportion as follows:

- a) IN the same proportion to the rate in C.P.W.D. Schedule of Rates as the tendered rate for the nearest analogous items of work in Contractor's Schedule bears to the rate for the particular analogous item or work in C.P.W.D. schedule of Rates.
- b) If a single appropriate analogous item of work is not available in both Contractor's Schedule and C.P.W.D. Schedule then the method of proportion will be applied to the nearest analogous group of items available in both the Schedules referred i.e. in the same proportion as the total tendered cost of that particular group of items (the sum of the products of the tendered rates and the quantities for which orders are placed) bears to the total cost of the same items and quantities at the C.P.W.D. Schedule of Rates.
- c) If even an appropriate analogous group of items is not available in Contractor's Schedule and C.P.W.D. Schedule, then the methods of proportion will be applied to all those items of the whole work, which are available in both the Schedules and for which orders have been placed on the Contractor, i.e., In the same proportion as the total cost of all

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these items of work (the sum of the products of the tendered rates and the quantities for which orders are placed) bears to the total cost of the same items and quantities at the C.P.W.D. Schedule of Rates.

II. If any work not covered by any of the foregoing is ordered on the Contractor, the basis of payment shall be decided by the Accepting Officer whose decision shall be final and conclusive and binding on the parties. The selection of analogous item or analogue group of items referred to above shall be done by the Sr. E/C./E/C. Where the rates for deviated items or new items of work can be derived by the selection of different analogous items or analogous group of items, the lowest of all such derived rates shall be taken as the correct rate. In the case of the contracts for which the Sr. E/C. E/C is the Accepting Officer, all disputes regarding the settlement of rates of deviated or new items of work shall to the Sr. M/P. whose decision shall be final and conclusive.

52. REIMBURSEMENT/REFUND ON VARIATION IN PRICE, MATERIALS:

In after submission of the tender and/or during the progress of the works, the price of any materials (not being a material supplied from the ITI LIMITED, stores in accordance with the Conditions of the Contract) is increased or decreased by an Act of Legislature (Central or state) and /or any notification thereunder or on account of new duties or levies such as octroi or on account of increase or decrease in such duties affecting the price of materials required for incorporation in the works or the price of any item to be incorporated in the works and made from materials of which the price has increased or decreased as aforesaid and the Contractor has thereupon to pay in respect of such material or item a price which is higher or lower than the price of that material or item as prevailing immediately before the passing of such Act or levying, increasing/decreasing of such duty, the ITI LIMITED., shall in case of increase in price or the duty reimburse the Contractor the increase in price or additional increased duty paid by the Contractor and in case of decrease I price, the ITI LIMITED shall be entitled to a refund of the reduction in duty. Provide however no reimbursement or refund shall be made if the increase /decrease is not more than plus 10% of the said price, the reimbursement or refund shall be made only on the excess over 10% provided always that any such increase shall not payable if, in the opinion of the Sr. M/P whose decision shall be final and conclusive the increase is attributable to the delay in the execution of the contract within the control of the Contract, or that any such increase has become operative after the contracted/or extended date completion of the work or items of work in question.

The Contractor shall, for the propose of this condition, keep such books of account and other document as are necessary to show the account of any increase claimed or any reduction available and shall allow inspection of the same by any duly authorized representative of the BHEL and further shall at the request of the Sr, E/C/E/C. furnish for verification such other information of the Sr. E/C/E/C may require.

The contractor shall within a reasonable time of his becoming aware of any alteration in the prices of any such materials, give notice thereof in writing to the Sr. E/C. E/C stating that the rate is submitted in pursuance to this condition together with all information relating thereto which be may be in a position to supply.

53. ADVANCES ON ACCOUNT:

No payment shall be made for work estimated to cost less than Rupees One Thousand till after the whole of the work shall have been completed and a certificate of completion given by the Competent authority. In the case of work estimated to cost more than Rupees One Thousand the contractor may at intervals of not less than one month or as otherwise provided for in the Contract documents, counting from the date on which order to the commence work given by Sr. E/C.E/C submit claims on ITI LIMITED forms for payment of advance on account of work done and of materials delivered in connection with the Contract. The Contractor shall be paid in respect of such claims to the extent approved and passed by the Sr. E/C.E/C subject a maximum of 90% o the value of the work actually executed in site provided the work has been executed to the satisfaction of the Engineer-in-charge. The certificate of the Sr. E/C. E/C regarding such approval and passing of the sums so payable shall be final and conclusive against the Contractor. "After the full amount of Security Deposit is made up through the 10% deductions from „On Account" bills, 100% of all subsequent bills may be made to the Contractor". The Contractor may also be paid during the progress of the work 75% of the value of any materials which are in the opinion of the Engineer-in-charge in accordance with contract, and are actually required for incorporation in the work and which have reasonably been brought to the site in-connection therewith and are adequate stored an/or protected against damage by weather or other causes, but which have not at the time o payment of the advance been incorporated in the work. Payment of such advances however shall be purely at the discretion of the Sr. M/P/Sr.E/C./E/C provided always that payments shall not be made under these periodical certificates in respect of perishable materials like lime, cement, timber, sandkankar etc. Any sums/due from the Contractor on account of tools and plant, stores or any other items provided by ITI LIMITED shall be deducted from the respective advances.

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The Senior Engineer/Civil/E/C shall from time to time certify the sums payable to the Contractor after retaining the reserves. Any certificate relating to work done or materials delivered may be modified or corrected by any subsequent interim certificate or by the final certificate and no certificate of the Sr. E/C/E/C supporting an advance payment shall itself be conclusive evidence that any work or materials to which it relates are in accordance with the contract. All such intermediate payments shall be regarded as advances against the final payment only and shall not be considered as an admission of the due performance of the contract or any part thereof in respect or the accruing of any claim whatsoever. Such intermediate payments shall not conclude, determine or effect in any way the powers of the Sr. E/C/E/C as to the final settlement and adjustment of the account or otherwise, or in any way varies or affect the Contract.

54. FINAL BILL:

As soon as possible after the completion of the work to the satisfaction of the Engineer-in-charge, the contractor shall forward a certified final account on ITI LIMITED forms, in duplicate. It shall be accompanied by all abstracts, vouchers etc., in support thereof and shall be prepared in the manner prescribed by the Senior Engineer/Civil/E/C. No claim will be entertained after the receipt of the final bill. The contractor shall be entitled to be paid the final sum less the value of payments already made on account, subject to certification of the final bill by the Sr. E/C/E/C any sums due from the contractor on account Tools and plant, Stores or any other items provided by ITI LIMITED not yet recovered from the contractor shall be deducted from the final sum aforesaid. No charge shall be allowed to the contractor on account of the preparation of the final bill.

55. PAYMENT OF BILLS:

All payments to be made to the Contractor under this contract shall be by "Crossed Cheque" marked "A/C payee only" (within a reasonable time after the certification by the Sr. E/C/E/C at the.....
..... located in the station where either the work is executed or service rendered or at their branch nearest to the station where the Office of the Senior Engineer/Civil/E/C is located.

56. RECOVERY FROM CONTRACTOR:

Whenever under the contract any sum of money shall be recoverable from or payable by the contractor the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with ITI LIMITED or from his Security Deposit or he shall pay the claim on demand.

57. POST TECHNICAL AUDIT OF WORK AND BILLS:

ITI LIMITED reserve the right to carry out a post-payment audit and technical examination of the work and final bill including all supporting vouchers, abstract etc., and to enforce recovery of any sums becoming due as a result thereof in the manner provided in the proceeding sub-paragraphs provided however that no such recovery shall be enforced after three years of passing the final bill.

58. REFUND OF SECURITY DEPOSIT:

50% of the Security Deposit mentioned in condition, may be refunded to the contractor in respect all contract on completion of work and after payment of final bill and the balance 50% on expiry of the maintenance period, provided the contractor shall have rendered a "No Demand Certificate.(WORK COMPLETION CERTIFICATE)" In case of works where maintenance period is not involved 100% of the security deposit may be refunded after payment of final bill provided that the contractor shall have rendered a "No Demand Certificate."

59. ARBITRATION:

Except where otherwise provided for in the contract all question and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or has been other questions, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, design, drawing, specification, estimate, instruction, orders or these conditions or otherwise concerning the works of the execution of failure to execute the same whether arising during the program of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the UNIT HEAD BANGALORE PLANT/Chief Engineer of ITI LIMITED and if UNIT HEAD BANGALORE PLANT/Chief Engineer is enabling or unwilling to Act, to a sole arbitration of some other person appointed by the/General Manager/ UNIT HEAD BANGALORE PLANT Chief Engineer, willing to Act s such arbitrator. The cases referred to arbitration shall be other than those for which the decision of the Sr./P./D.C. E/Sr. E/C. is expressed in the contract to be final and conclusive. There will be no objection if the arbitrator so appointed is an employee of ITI LIMITED and that he had deal with the

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matters to which the contracts relates and that in the course of his duties such he had expressed views of on all or any of the matters in dispute or difference. The arbitrator to whom to matter is originally referred being transferred by vacating his office or being unable to act for any reason, such UNIT HEAD BANGALORE PLANT/ General Manager/Chief Engineer as aforesaid at the time of such transfer, vacation of office or to act, shall account 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 the state at which it was left by his predecessor. Subject as aforesaid the provision of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of contract that the party involving 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.

The arbitrator (s) may from time to time with consent of the parties enlarge the time, for making and publishing the awards. The work under the contract shall, if reasonable possible, continue during the arbitration proceedings and no payment due to payable to the contractor shall be withheld on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issue notice to both the parties fixing the date of the first hearing.

The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.

The venue of arbitration shall be such place as may be fixed by the arbitration in his sole discretion.

The award of the arbitrator shall be final, conclusive and binding all parties to this contract.

ANNEXURE- 'A'

ITI LIMITED CONTRACTOR'S LABOUR REGULATIONS.

1. DEFINITION:

In these regulations, unless otherwise expressed or indicated, the following words and expressions shall have the meaning hereby assigned to them.

- a) "Labour" means workers employed by a contractor directly or indirectly through a sub-contractor, or by an agent on his behalf on a payment
- b) "Fair Wage" means wages, which shall include wages for weekly day of rest and other allowances, whether for time or piece work, after taking in to consideration prevailing market rates for similar employment in the neighborhood but shall not be less than the minimum rates of wages fixed under the Minimum wages Act.
- c) "Contractor" for the purpose of these Regulations shall include on agent or sub-contractor employing labour on the work taken on contractor.
- d) "Inspecting Officer" means any Labour Enforcement Officer or Assistant Labour Commissioner of the Chief Labour Commissioner's organisation.
- e) "Form" means a form appended to these Regulations.

2. NOTICE OF COMMENCEMENT :

The contractor shall, with in seven days of commencement of the work, furnish in writing to the Inspecting Officer of the area concerned the following information, with copy to the Engineer- in charge.

- a) Name and situation of the work.
- b) Contractor's name and address.
- c) Particulars of the Department for which the work is undertaken.
- d) Name and address of the sub-contractors as and when they are pointed.
- e) Commencement and probable duration of the work.
- f) Number of workers employed and likely to be employed.
- g) Fair Wages for different categories of workers.

3. I) Number of hours which shall constitute a normal working day. The number of hours which shall constitute a normal working day for an adult shall be EIGHT hours. The working day of an adult worker shall be so arranged that of intervals, if any for rest it shall not spread over more than 12 hours on any day, when an adult worker is made to work for more than EIGHT hours on any day or for more than 48 hours in any week he shall in respect of overtime work, be paid wages at double the ordinary rate of wages.

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II) Weekly day of rest: Every worker shall be given a weekly day of rest, which shall be fixed and notified at least 10 days in advance. A worker shall not be required or allowed to work on the weekly rest day unless he has or will have a substitution rest day, on one of the five days immediately before or after the rest day, provided that no substitution shall be made which will result in the worker working for more than 10 days consecutively without a rest day for a whole day. Where in accordance with the foregoing provisions a worker works on the rest day and has been given a substituted rest day he shall be paid wages for the work done on the weekly rest day at the overtime rate of wages.

NOTE: The expression Ordinary rate of wages means the fair wage the worker is entitled to.

4. DISPLAY OF NOTICE REGARDING WAGES, WEEKLY DAY OF REST ETC.

The Contractor shall before he commences his work on contract display and correctly maintain and continue to display and correctly maintain in a clean legible condition in conspicuous places on the works, notice in English and in the local Indian languages, spoken by majority of workers, giving the rate of fair wages, the hours of work for which such wages are payable, the weekly rest days workers are entitled to and name and address of the Inspecting Officer. The Contractor shall send a copy of each of such notice to the Inspecting Officers and the Engineer's in charge.

5. FIXATION OF WAGE PERIODS:

The contractor shall fix wage periods in respect of which wages shall be payable. No wage period shall normally exceed one work.

6. PAYMENT OF WAGES:

- i) Wages due to every worker shall be paid to him direct. All wages shall be paid in current coins or currency or in both.
- ii) Wages of every worker employed on the contractor shall be paid where the wages period is one week, within three days from the end of the wage period, and in any other case before the expiry of the 7th day or 10th day from the end of the wage period according as the number of workers does not exceed 1,000 or exceeds 1000.
- iii) When employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before expiry of the day succeeding the one on which his employment is terminated.
- iv) Payment of wages shall be made at the work site on a working day except when the work is completed before expiry of the wage period, in which case final payment shall be made at the work site within 48 hours of the wage period, in which case final payment shall be made at the work site within 48 hours of the last working day and during normal working time.

Note:

The term "working day" means a day on which the work, on which labour is employed, is in progress.

7. REGISTER OF WORKMEN:

A register of workmen shall be maintained in the form appended to these regulations and kept at the work site or as near to it as possible, and the relevant particulars of every workmen shall be entered therein within 3 days of his employment.

8. EMPLOYMENT CARD:

The contractor shall issue an employment card in the form appended to these regulations to each worker on the day of work or entry into his employment. If a worker has already any such card with him issued by the previous employer the contractor shall merely endorse that employment card with relevant entries. On termination of employment the employment card shall again be endorsed by the contractor and returned to the worker.

9. REGISTER OF WAGES ETC :

- i) A register of wages- cum-muster roll in the form appended to these regulations shall be maintained and kept at the work site or as near to it as possible.
- ii) A wage slip in the form appended to these regulations shall be issued to every worker employed by the contractor at least a day prior to disbursement of wages.

10. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES:

- i) Wages of worker shall be paid to him without any deductions of any kind except the following:
 - a) Fines.
 - b) Deductions for absence from duty, i.e. from the place or the places where by the terms office employment is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
 - c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money which he is required to account for, where such damage or loss is directly attributable to neglect or default.

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- d) Deduction for recovery of advances or for adjustment of over payment of wages. Advances granted shall be entered in a register; and
- e) Any other deduction which the ITI LIMITED may from time to time allow.
- ii) No fines shall be imposed on a worker save in respect of such acts and omissions on his part as have been approved by the chief Labour Commissioner.
- iii) No fines shall be imposed on a worker and no deductions for damage for loss shall be made from his wages until the worker has been given an opportunity of showing – cause against such fines or deductions.
- iv) The total amount of fines which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in rupee of the wages payable to him in respect of that wage period.
- v) No fine imposed on a worker shall be recovered from him in installments, or after expiry of sixty days from the date on which it was imposed. Every fine shall be deemed to have been imposed on the day of the act or omission in respect which it was imposed.
- vi) The contractor shall maintain both in English and the local Indian language a list, approved by the Chief labour Commissioner, clearly stating the acts and omissions for which penalty or fine may be imposed on a workman and display it in good condition a conspicuous place on the work site.
- vii) The contractor shall maintain a register of deductions for damage or loss in the forms appended to these regulations which should be kept at the place of work.
- a) Full particulars of the labourers who met with the accident.
- b) Sex.
- c) Age.
- d) Rates of wages.
- e) Nature of accident and cause of accident.
- f) Time and date of accident.
- g) Date and time when admitted in hospital.
- h) Date of discharge from the hospital.
- i) Period of treatment and result of treatment.
- j) Percentage of loss of earning capacity and disability as assessed by Medical officer.
- k) Claim required to be paid under workmen's composition Act.
- l) Date of payment of compensation.
- m) Amount paid with details of the person to whom the same was paid.
- n) Authority by whom the compensation was assessed.
- o) Remarks.

1. REGISTER OF ACCIDENTS:

The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars: -

2. PRESERVATION OF REGISTERS:

The register of workmen and the Register of wages-Cum-Muster Roll required to be maintained under these Regulations shall be preserved for 3 years after the date on which the last entry is made therein.

3. ENFORCEMENT:

The Inspecting Officer shall either on his own motion or on a complaint received by him carry out investigations and send a report to the Engineer-in-charge specifying the amount representing / workers dues and amount of penalty to be imposed on the contractor for breach of these regulations, that have to be recovered from the contractor, indicating full details of the recoveries proposed and the reasons, therefor. It shall be obligatory of the part of the Engineer-in-charge on receipt of such a report to deduct such amounts from payments due to the contractor.

4. DISPOSAL OF AMOUNTS RECOVERED FROM THE CONTRACTORS:

The engineer in charge shall arrange payment to workers concerned within 45 days from receipt of a report from the Inspecting Officer except in cases where the contractor had made an appeal under regulation, 16 of these regulations. In cases where there is an appeal, payment of worker dues would be arranged by the Engineer in charge, wherever such payments arise, within 30 days from the date of receipt of the decision of the Regional Labour Commissioner (RLC).

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5. WELFARE FUND :

All moneys that are recovered by the Engineer-in-charge by way of workers due which could not be disbursed to workers within the time-limit prescribed above, due to reasons such as where about or workers not being known, death of a worker, etc., and also amounts recovered as penalty, shall be credited a fund to be kept under the custody of ITI LIMITED for such benefits and welfare of work man employed by the contractors.

6. APPEAL AGAINST DECISION OF INSPECTING OFFICER:

Any person aggrieved by a decision of the Inspecting Officer may appeal against such decision to the Region Labour Commissioner concerned within 30 days from the date of decision, forwarding simultaneously a copy of his appeal to the Engineer-in-charge. The decision of the Regional Labour Commissioner Shall be final and binding upon the contractor and the work men.

7. REPRESENTATION OF PARTIES :

- i) A workmen shall be entitled to be represented in any investigation or enquiry under these Regulations by an officer of a registered trade union of which the said trade union is affiliated or where the work man is not a member of any registered trade union, by an officer of a registered trade union, connected with, or any other workmen employed in, the industry in which the worker is employed.
- ii) A contractor shall be entitled to be represented in any investigation of enquiry under these Regulation by an officer of an association of contractors of which he is member or by an officer of a Federation of associations of contractors to which the said association is affiliated or where the contractor is not a member of any association of employers, connected with, or by any other employer engaged in the industry in which the contractor is engaged.
- iii) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these Regulations.

8. INSPECTION OF BOOKS AND OTHER DOCUMENTS:

The contractor shall allow Inspection of the registers and other documents prescribed under these regulations by inspecting officers an the Engineer-in-charge or his authorized representative at any time and by the worker or his agent on receipt of due notice at convenient time.

9. INTERPRETATION ETC. :

On any question as to the application, interpretation or effect of these Regulations, the decision of the Chief Labour Commissioner or Deputy Chief Labour Commissioner (Central) shall be final and binding.

10. AMENDMENTS :

Central Government may, some time to time, add to or amend the Contractors Labour Regulations and issue such directions as it may consider necessary for the proper implementation of the Contractors Labour Regulations for the purpose of removing any difficulty which may arise in the administration thereof, based on which the ITI LIMITED Contractors Labour Regulation here in contained shall be subject to revision.

ITI LIMITED SAFETY CODE

(See condition 20)

1. Suitable scaffolds shall be provided for workmen for all work that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used one extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical).

2. Scaffolding or staging more than 3.25 meters above the ground or floor, swing or suspended from an

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overhead support or erected with stationery 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 with the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery or materials, such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

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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 meters above ground level it shall be closely boarded, have adequate width and be suitably fenced, as described in 2 above.

4. Every opening in floor of a building or in a working platform shall be provided with suitable means to prevent fall of persons or materials by providing suitable fencing or failing with a minimum height of 1 meter.

5. Safe means of access shall be provided to all working platform and other working places; every ladder shall be securely fixed. No portable single ladder shall be over 9 meters in length. Width between side rails in a rung ladder shall in no case be less than 30cm. For ladders upto and including 3 meters in 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 contractor shall provide all necessary fencing and lights to protect public from accidents and shall be bound to bear expenses of defense of every suit action or other proceedings at law that may be brought by any person for injury sustaining owing to every suit action or other proceedings at law that may be brought by any person for injury sustaining owing to neglect of the above precautions, and 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 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 30 m length or fraction thereof. Ladder shall be extended from bottom of trench to at least, 1 meter above surface of the ground. Sides of a trench 1.5 meters or more in depth shall be stepped back to give suitable slope, or securely held by timber bracing, so as to avoid the danger of sides collapsing. Excavated materials shall not be placed within 1.5 meters of the edge of trench or half the 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 enclosed or suitably protected;
- b) No electric cable or apparatus which is liable to be source of danger over a cable or apparatus used by operator shall remain electrically charged.
- c) All present steps shall be taken to prevent danger to persons employed, from risk of fire or explosion or No floor, roof or other part of a building shall be so overloaded 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 contractor shall take adequate steps to ensure proper use of equipment by those concerned.

- a) Workers employed on mixing asphaltic materials cement and lime mortars/concrete shall be provided with protective footwear and protective goggles.
- b) Those engaged in handling any materials which is injurious to the eye shall be provided with protective goggles.
- c) Those engaged in welding works shall be provided with welder's protective eye shields.
- d) Store breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- e) When workers are employed in sewer and manholes which are in use, the contractor shall ensure that manholes covers are opened and manholes are ventilated at least for an hour before workers are allowed to get in to them. Manholes so opened shall be cordoned 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 and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 or 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 paint.
 - ii) Suitable face masks shall be supplied by the contractor for use by workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.

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iii) Overalls shall be supplied by the Contractor to workmen and adequate facilities shall be provided to enable working painters to wash during and cessation of work.

9. When work is done near anywhere 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 treatment of all injuries likely to be sustained during the course of the work.

10. Use of hoisting machine and tackles including their attachments, encourage and supports shall conform to the following:

a) i) These shall be of good mechanical construction, sound material an adequate strength and free from defects and adequate strength, and free from defects.

ii) Every rope used in hoisting or lowering materials or as a means of suspension shall be durable quality and adequate strength, and free from defects.

b) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in-charge of any hoisting machine including any scaffolding winch or give signals to operator.

c) In case of every hoisting machine and of every chain, ring, hook, shackle, swivel and pulley block used in hoisting, or lowering or as means of suspension safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall have the safe working load plainly marked thereon. In case of a hoisting machine having 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 any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

d) In case of departmental machine, safe working load shall be notified by the Engineer-in-charge. As regards contractors machines the contractor shall notify safe working load of each machine to the Engineer-in charge wherever 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 appliances 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 energised, insulating mats, working apparel such as gloves, sleeves, and boots, as may be necessary shall be provided. Workers shall not wear any rings, watches carry keys or other materials which are good conductors of electrically.

12. All scaffolding, 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 the 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 workspot. Persons responsible for ensuring compliance with the safety code shall be named there on by the contractor.

14. To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the contractor shall be open to inspection by the Engineer-in-charge or his representative and the inspection officers as defined in the contractor's Labour Regulations.

15. Notwithstanding the above conditions 1 to 14, the Contractor is not exempted from the operation of any other Act or Rule in force.

FROM OF REGISTER OF WORKMEN

(Regulation 7)

- (i) Name and address of the contractor :.....
- (ii) Number and date of the contract agreement/work order :.....
- (iii) Name and address of the department awarding the contract:.....
- (iv) Nature of the contract and location of the work:.....
- (v) Duration of the contract :.....

Sl.

No.

Name and Surname of the workers

Signature of the Contractor

Age & Sex
Father's
Husband's Name.
Nature of employment designation.
Permanent/ home address Of employee (village)
Dist. Tana)
Present address.
Date of commencement of employment
Date of termination or
Leaving of employment
Signature or thumb impression of the employee
Remarks.
1 2 3 4 5 6 7 8 9 10 11

Signature of the Contractor

FORM OF EMPLOYMENT CARD

(Regulation 8)

(i) Name and sex of the worker :.....

(ii) Father's/Husband's Name :.....

(iii) Address :.....

(iv) Age or date of birth :.....

(v) Identification marks :.....

Particulars of next of kin (wife/husband and children, if any, or/dependent next of kin in case of the worker has no wife/husband or child) :

Name :.....

Full address of dependents :.....

(Specify village, Dist., and State) :.....

SI No.

Name and address of Employer (specify whether a contractor or a sub- contractor.

Particulars of location of work site and description of work done.

Total period for which the worker is employed (from to)

Actual Number of days worked

Leave taken (No. of days should be specified)

Nature of work done by the worker

Wage rate With particulars

office of unit in case piece

Total wages earned by the worker

During the period shown under clo.5.

Remarks

Signature of the employer.

1 2 3 4 5 6 7 8 9 10 11

N.B. for the worker employed at one time one piece-work basis and at another on daily wages, relevant entries in respect of each type of employment should be made separately.

Signature of the Contractor

GENERAL TERMS AND CONDITIONS UNDERTAKING THE WORK

HEREIN AFTER DESCRIBED BE PERFORMED.

1. Interpretation clauses:

- a) In this general terms & conditions and in the specifications attached, the word “COMPANY” shall be held to mean the ITI Limited., Bangalore 560016. The word “CONTRACTOR” shall be held to mean one or more contractor or contractors jointly or severally engaged in the works to which this General Terms and conditions and specifications relate and shall include his or their heirs, executors and administrators.
- b) The word “ENGINEER” shall be held to mean Dy.GM (Civil) ,ITI Ltd, Bangalore-560016, or other Engineer or the other member of the staff of the company for the time being authorized by the expression ”SITE OF WORKS” shall be held to mean the extant of land building premises which Company to act as an Engineer during the continuance of the Contract.
- c) the Company places at the disposal of the contractor from time to time for the purpose of executing the work relating to the contract.
- d) The word “DRAWINGS” shall be held to mean Elevations, plan, sections photographs, Blueprints, drawings ,and detail annexed to the contract and such further drawings as the Engineer may issue from time to time during the progress of the works and shall be held to include tracings and photographic work etc.,.
- e) The word “SPECIFICATION” shall be held to include the Tender, General conditions Technical specifications ,Schedule of prices and bill of quantities

2)

- a) The contractor further covenant with the company that he would pay all statutory dues in respect of the employees engaged by him in execution of the contract work and further agrees to comply with contract labour(Regulation and Abolition)Act 1970 and the contractor labour(Regulation and Abolition) 1974. In the event of failure to pay the statutory Dues or in any case fail to comply with above act The Company shall have the right to withhold / deduct from the payments due under this agreement and or Terminate the contract without notice.

b) DUES FROM THE CONTRACTORS:

All compensation or other sums of money payable by the contractor to the Company under the terms of these or other contracts to be deducted from this Security deposits or from any sums that may be due to the contractor by the Company or any account whatsoever, and in the event of security deposit being reduced by reasons of any such deductions, the contractors shall within 10 days, thereafter, make good this reduction.

3..CONTRACTOR TO EXECUTE CONTRACT WITH THE COMPANY:

The contractor shall within 7 days of the acceptance of this Tender+ enter into and execute a formal Identure of contract to be prepared by the Company. The contractor shall not make any charge for execution of the contract.

4

a).WORK REQUIRED& SUFFICIENCY OF TENDER.

The work required under this specifications and included in the accompanying schedule consists of the supply, delivery to site, erections including laying, fixing, installation, collecting of and leaving in a complete working order , of the cables, wires, conduits, accessories, switchgears, fuse boards, light fittings, light switches, whatever required for the lighting, installation in the area mentioned.

- b) The amount of tender shall be deemed as the sum at which the contractors agrees to execute the whole of the work set forth in the bill of quantity and costs attached to the tender. The schedule of rates submitted by the contractor to the company with the tender shall be considered as full and complete(without which the tender could not have been accepted) which shall form the basis of the tender and if anything left up raised in the bill of quantities shall be held to be included in the prices.

5. TENDERED AND AGREED RATE:

The contractor shall agree not to petition for revision of rates tendered for by him under any circumstances at any stage of the work either during execution or when the final claims are settled. Rates quoted should be firm and should be kept open for **THREE MONTHS** from the date of opening of tenders for acceptance.

Signature of the Contractor

6. In the event of anything evidently necessary for the due and complete performance of the work, being committed to be shown on drawings or described in the specifications, or being omitted from the bill of quantities, through oversight or error, the contractor shall notwithstanding execute in the most perfect manner of such works, the same if they had been severally shown, described and included without being entitled to make any extra claim or charge.

7. The contractors shall satisfy himself or shall be deemed to have satisfied himself as to the nature of the structure, the dimensions, level, character and nature of all walls, roofs, floors, existing drains, sewage, water, gas or other mains, electric cables, and other things as regards any connection they may have with the works. The subject of the contractor and he shall also inspect the site of works and surroundings, the means of access there to and agree therefrom, and he shall obtain his own information of all matters and things which can in any way influence his tender, before submission of tender. No claim for extra works or otherwise will be allowed in consequence of any misunderstanding, error or incorrect information on these points or any other inaccuracies in reference thereto which may appear on the drawings or in the specifications, nor shall the contract be nullified in consequence of any such misunderstanding, error, incorrect information or inaccuracies.

8. CONTRACT NO TO BE ASSIGNED OR UNDERLET:

The contractor shall not assign or make over the contract to any other person or underlet it or make a subcontract with any workman or workmen for execution of any part of the work, but shall employ his own workmen for the labour there of who shall be paid by him in wages by the day. In case the contractor assigns or makes over the contract or under let or make a subcontract contrary to these terms and conditions, the company will be at liberty to terminate the contract.

9. ENGINEER'S ORDERS TO COMMENCE THE WORK AND AS NON DELIVERY OF SITE:

The contractor having signed the contract, the Engineer will forthwith issue him a notice to commence the work and the contractor/s shall upon the receipt of such notices to commence the work/s failing which the company shall have power to determine the contract or shall have power to take such necessary action and carry them on any such point or points and in such portion/s as the Engineer may direct. The company shall either on signing of the contract or issue of a written order to commence the work, give to the contractor use of so much of the site or work as may in the opinion of the Engineer, be required in order to enable the contractor to commence and continue the execution of work and shall from time to time as the work proceeds give the contractor the use of such further portion or such site as the company may from time to time consider proper in that behalf, but the non-delivery in manner afore said of the use of such site or any portion thereof shall not vitiate or affect the contract nor any provision contained in the specification, nor entitle the contractor to any increased allowance in respect of money. Before the commencement of the work, the exact position of all points, distribution boards and switches together with the runs with all the conduits and cables shall be indicated by the contractor either on a drawing or on site for the approval of the company.

10. PAYMENT FOR WORK DONE:

The contractor may be paid by the company from time to time installments against bills supported by interim certificate issued by the company's authorized representative who after taking the measurements and recording of the works executed in accordance with the contract by the contractor subject to a retention of the percentage of such value not exceeding 5% and also subject to a condition that all such payments against such bills will be adjusted or recovered as the case may be from the final bill submitted by the contractor on completion supported by the final certificate issued by the engineer. Similarly should overpayments have been inadvertently made on the faith of the contractor, although checked by the Engineer or his authorized representative, it will be competent for the Engineer to recover the same from the contractor either by deducting the amount from any account subsequently rendered or from deposits at the credit of the contractors.

No work will be paid for unless thoroughly good and fully in accordance with the specifications and per chance through inadvertence bad work is passed and paid for, it will never the less be perfectly competent for the Engineer to strike out the same out of the account at any future time and recover the value at any rate, previous to or at the time of granting the final certificate.

11 MATERIALS AND TOOLS:

The contractor shall provide all the materials except other wise specifically mentioned in the attached (Schedule), labour and all tools, tackles, scaffoldings plant and transport necessary for the execution and completion of the works

Signature of the Contractor

as specified herein to the entire satisfaction of the company. Necessary MS angles, channels, flats, etc, whatever required shall also provide by the contractor. Only the best quality material shall be utilized and sample of the materials to be used shall be approved by the Engineer of the company prior to it is being installed. The successful tenderer, before taking up the work shall deposit with the company one set of samples of fittings and other materials which he will be using in the work. After the sample so submitted by the contractor has been approved by the company, the contractor/s agree to use only such approved materials in the execution of the work. Equipment of similar ratings shall be of the same make so as to allow interchangeability.

All rejected and scrapped materials shall be removed from the site and the whole area shall be cleared immediately on completion of the work. The contractor shall make his own arrangements regarding the following Tools and equipments along with other Tools.

(1) Truck or Lorry; (2)Hand trolley; (3)Ladders; (4)Ropes; (5)Safety belts; (6)Cable jacks and rollers;

(7)Lifting blocks; (8)Shackles and pulley blocks; (9)Electric drilling and grinding machine/s; (10)Welding machines; (11) Gas cutting sets; (12) Megger and Earth tester; (13) safety helmets; (14) Safety nets.

12.QUANTITIES GIVEN IN THE SCHEDULE:

The quantities mentioned in the Tender specifications are approximate and shall be so regarded. They are given for the purpose of enabling the contractor to make out the tenders on equal basis. But they are not to be taken as guaranteed that the exact quantity as given in the schedule will be executed or required. Company reserves the rights to increase or decrease the quantities of any item of the schedule at any time during placement of order to actual execution of job and that shall not release the contractors from obligation of exceeding the job at the same rates for such items.

13. INFERIOR MATERIALS OR WORKMANSHIP TO BE AMMENDED:

The materials as well as workmanship and finish of the whole of the contract works shall be brought up on the site of work or on the land of property of the company or on the places where any operations are being carried out in connection with the works which are in the judgement of the company or the Engineer are of an inferior description and improper to be used in the works said materials shall be removed. All inferior man ship of finish shall be amended by and at the cost of the contractors forth with or within such a period or periods as the company or its authorized representatives may direct and the contractor shall pull down ,amend and reconstruct the said portion of the work. In case the contractor neglects or refuses to remove such materials or to comply with the directions, it shall be lawful for the company, its authorized representative its agents, servants, and workmen to remove/repair/ reconstruct and amend the workmanship and fish objected to be the company or any part thereof and to replace the same with such other materials, workmanship or finish as shall be satisfactory to the company or engineer. The company shall deduct

the expenses there by incurred or to which the company may be put or to be liable, or which maybe incidental there to from the amount or any sum or sums due or may become due to the contractor or to recover the same by action at law or otherwise from the contractors as the company may determine.

14. REJECTED MATERIALS:

All rejected materials to be removed then and there from the work spot of site by the contractor/s to such distance as may be required failing which, the company with a three days notice in writing to the contractor/s may remove the said materials and recover the cost/expenses of such removal.

15. POWER TO VARY WORKS:

The contractor is bound to accept any alteration or addition to the original design which the Engineer or his authorized representatives may direct in writing and execute the same of the rates as for the other portions of the work. He must also at once undo and make good any work which may be pronounced bad or not in accordance with the specification. The con tractor is also bound to execute any new items of work (Not already included in the specification) for he is directed to do so, at the accepted tender rates after obtaining in writing the orders of the Engineer or his authorized representative regarding the specification. Non tendered items shall be worked out either on the basis of tendered rates, where ever applicable, otherwise on the basis of tender schedule of prices.

Signature of the Contractor

If the contractor executes any work before the rates had been settled in writing, Then the Engineer's decision as to the rate/s shall be final.

16. OPENING BE MADE FOR EXAMINATION OF WORK:

Should the company require it for its perfect satisfaction the contractor shall at any period during the continuance of the contract pull out any part of the work and make such openings and to such extent through any part of the said works as the engineer may direct and the contractor shall make such good again to its satisfaction.

17. SUPERVISION OF WORK: The Contractor shall be available on site at all times during the work is in progress, be a qualified and licensed supervisor/s under the Indian Act and Rules framed there under and shall take all and every precaution against and be responsible for any damage/ Accident which may occur to the installation, apparatus, machines or workers during the progress of the work, until the installation is handed over to the company.

The contractor is bound to provide all requisite plant/s and thoroughly intelligent and qualified agency for the execution of the work, failing which the Engineer is empowered to supply such machinery or agency (either superintendents, skilled or unskilled labour) as he may consider desirable at the cost of the contractor, removing such as the engineer may object to. The contractor shall immediately dismiss from the work any person employed by them who in the opinion of the company is found incompetent or who is misbehaved.

18. OPTION TO ENGAGE ANOTHER CONTRACTOR: Failing to comply with any instructions of Engineer within Ten days in any of the above cases, the Engineer has power to get the work executed by any agency he may consider desirable at the risk and cost of the contractor using if necessary, plant or materials which may have been collected at site and paying for the same at his own valuation.

Should the Engineer consider that the work although not executed in strict accordance with the specification, may be allowed to stand, he is empowered to pay the same at such reduced rates as he may fix at his discretion. The contractor is bound to confirm to all the legitimate instructions of the Engineer or his authorized representatives in respect of the above conditions or such other matters as may affect the safety and expedition of the work or safety for the workmen, failing which the officer is empowered with Ten day notice in writing, to take the work entirely into his own hands declaring the contract cancelled and employing, if necessary any materials or plant belonging to the contractor which may consider requisite, paying for the same at his own valuation.

19. SAFETY RULES:

All contractors must strictly adhere to the safety rules and regulations as laid down by the company and as per the Indian factory Act and the rules framed by the Government of Karnataka and the Indian Electricity Act and rules framed there under. Any violation of these rules on the part of the contractor will be severely dealt with and the name of such contractor may be struck off from the approved list of contractors apart from other suitable action. The contractor is responsible to implement all safety measures as per safety rules and regulations before the labourers under the contractor commence work and to ensure that every worker under him observes all such rules and safety precautions. The contractor shall also supply to the labourers all protective appliances depending on the nature of the work on which they are engaged, such as safety belts, hand gloves Welding goggles, ladders, shoes etc.,

20. RULES AND REGULATIONS:

The whole of the work shall be done in accordance with the latest addition of the relevant **Indian Act and Rules.**

21. DRAWINGS AND VELLOGRAPHS:

The contractor immediately on completion of work shall furnish one set of Vellographs showing in detail the routes of the cables, Over head lines laid by him, under this contract, as also power distributions in Factory hangers and office buildings.

22. CIVIL WORKS:

Signature of the Contractor

Necessary Civil work like cutting the pockets, fixing of grouting bolts, cutting of chassis for concealed conduit wiring etc.... in regard to installation of the equipments is to be done by the contractor. Civil work in cutting the pockets, chassis, etc.... for laying the cables from main power panels to sub distribution panels, distribution boards, control switches, starters and other equipments are also to be done by the contractor.

Any arrangement in regard to breaking of concrete, fixing of grouting bolts for installation of the equipment and necessary masonry work required for the above installation shall be done by the contractor including supply of cement and other necessary materials. After the completion of the installation work, the chassis are to be filled up with the sand and the same are to be covered properly and the site is left in a neat and tidy manner.

23. TESTS ON THE INSTALLATION:

A)Insulation and continuity tests of wiring, conduits, and metal works shall be taken of each completed section as per Indian Electricity Act and Rules framed under the Act, by the contractor.

b) The Earth resistance tests shall be carried out by the contractor and the Test report is to be submitted to the Engineer on demand for approval.

C) The test shall be carried out by the contractor in accordance with the Indian Electricity Regulations and shall be taken with an approved instrument.

d) The Test results of the installation shall be furnished by the contractor in the form to be supplied by the company, after completion of the work. The Test results shall be furnished by the contractor also at the progressive stages, if desired and required by the Engineer.

24. EARTHING OF THE INSTALLATION:

The whole of the system shall be efficiently earthed in accordance with the relevant clauses of the latest Indian Electricity Rules, complete earth continuity shall be maintained throughout the system.

25. FINAL MEASUREMENT OF WORK:

The final payment must invariably be proceeded by a through re-measurement of the whole work performed which will be made by the Engineer or the authorized representative of the company and at which the contractor or his accredited agent is invited to be present invariably. For this purpose a written notice will be sent to him at least 10 days, before the date fixed for the measurement appointing the day, hour and place of meeting. If the contractor or his representatives does not attend to this, or refuses to attend action for taking the measurement will be proceeded without him and the former will be precluded for making any protest or raising any dispute of such measurements taken.

26. RE-MEASUREMENT:

If a dispute arises between the company and the contractor, as to the quantity or quality of the work performed involving a sum larger than Rs. 500/- the contractor may appeal in writing to the company for re-measurement or re-appraisal as the case may be. If the company considers the contractor's claim is valid, they may appoint an officer, other than the officer who made the final measurements and inspection and the report of the officer so appointed shall be considered as final and binding on the contractor. The contractor shall be invited to send a representative to be present when the re-measurements or appraisal are being made. The decision, thus taken shall be final and binding on the contractor and the Engineer.

27. PENALTY FOR THE DELAY:

In case the work is not completed withinSIX.....months/ weeks from the date of issue of this order, or the contractor shall be liable to pay a penalty at the rate of 1% of the value of the remaining work for each week of default subject to a maximum of 10%. The penalty which shall be termed as liquidated damages is to be calculated and levied from month to month or at any period at the discretion of the Engineer.

Signature of the Contractor

28. BREACH OF AGREEMENT:

In the event of breach of any clause here of by the contractor, the company without prejudice to any remedy they may have against the contractor for such breach shall have right to terminate contract by giving 24 hours' notice and the contractor shall not be entitled to claim any compensation what so ever on account of any loss or damage to the contractor by such termination of the contract.

29. JURISDICTION:

Except the Courts at Bengaluru, no other court shall have jurisdiction to any dispute or difference that may arise between the company and the contractor regarding the contract or any other subject matter arising out of the same or incidental there to.

30. GUARANTEE:

Guarantee of performance period of one year after the completion of work. Also a Test certificate must be furnished for a performance of the equipment.

31. ARBITRATION:

All disputes or differences arising out of , or in connection with the work shall be referred to an Arbitrator to be appointed by the Indian Council Arbitrators under the provisions of Indian Arbitration Act 1940 statutory modifications there to. The Venue of the Arbitration shall be at Bengaluru.

Law courts in Bengaluru shall have exclusive jurisdiction over all matters or disputes between the contractor and the company.

32. The contractor shall during the currency of the contract when called upon the company engage and also ensure engagement by sub-contractors and other employed by the contractor in connection with the works, such members of the apprentices in the categories mentioned below, and for such periods as may be prescribed / required and that shall train them as required under the apprentices Act-1961, and the rules made there under and shall also be responsible for all the obligations of the employer under the said Act, including the liability to make payment to the apprentices as specified under this Act.

33. PROVISION OF FACTORY ACT, 1948:

The contractor shall be responsible for the implementation of the provisions of the Factories Act and in default of compliance with any of the provisions of the said Act, he shall indemnify the company for the damages, penalties, fines, claims, or any other cause of action against the company on account of any action by the Inspector of Factories or by any other authority or person.

The contractor shall be responsible for the implementation of all Industrial and Labor legislations applicable to the workmen employed by him including the provisions of the factories Act and ESI act and in default of compliance with any of the provisions of any of the legislations applicable to the workmen employed by him, he shall Indemnify the company for any damages, penalties, fines, claims, or any cause of action against the company on account of any action by the Inspector of factories or by any other competent authority prescribed under different Industrial and Labour Legislations with respect to the workmen employed by the contractor in the event of failure on the part of the contractor into implement them and expenses incurred by the company for such implementations would be recoverable from the contractor from the amount due to him from the company.

34. All the Employees working under the contractors engaged by the company for the work in the premises the company are liable for search and liable for detention for search by the security personnel of the company, as in the case of all employees of the company.

Signature of the Contractor

35. CPWD norms are the guide lines for all the formalities other than specified in the Terms and conditions, General notes of the Tender.

UNDERTAKING

It is hereby agreed by me/us that the ITI General Conditions of Contract (T/FPE/NIT/2020/1) including subsequent amendments/ additions/ deletions to clauses if any, and conditions pertaining to the settlement of disputes by Arbitration form an integral part of the tender documents and that the tender submitted by me / us is subject to the aforesaid ITI General Conditions of Contract which has been read and accepted by me/us. **ITI LIMITED**
BANGALORE PLANT Bangalore – 560016

Signature of the Contractor

Signature of the Contractor

PRE CONTRACT INTEGRITY PACT

PURCHASE ENQUIRY/ORDER No.

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

BETWEEN:

ITI Limited having its Registered & Corporate Office at ITI Bhavan, Dooravaninagar, Bangalore – 560016 and established under the Ministry of Communications, Government of India (hereinafter called the Principal), which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman & Managing Director, Directors, Officers or any of them specified by the Chairman & Managing Director in this behalf and shall also include its successors and assigns) ON THE ONE PART

AND:

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

Preamble

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

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

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

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

SECTION 1 – COMMITMENTS OF THE PRINCIPAL

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

SECTION 2 – COMMITMENTS OF THE BIDDER/CONTRACTOR

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

- c. The bidder(s)/contractor(s) will not commit any offence under IPC/PC Act, further the bidder(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Bidder(s)/Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. The Bidder(s)/Contractor(s) will not bring any outside influence and Govt bodies directly or indirectly on the bidding process in furtherance to his bid.
- g. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

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

- 3.1 If the Bidder(s)/Contractor(s), during tender process or before the award of the contract or during execution has committed a transgression in violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify Bidder(s)/ Contractor(s) from the tender process.
- 3.2 If the Bidder(s)/Contractor(s), has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklisting for future tender/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of transgression, the position of the transgressor within the company hierarchy of the Bidder(s)/Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.

- 3.3 The Bidder(s)/Contractor(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.
- 3.4 A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that on the basis of facts available there are no material doubts.
- 3.5 The decision of the Principal to the effect that breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s) shall be final and binding on the Bidder(s)/ Contractor(s), however the Bidder(s)/ Contractor(s) can approach IEM(s) appointed for the purpose of this Pact.
- 3.6 On occurrence of any sanctions/ disqualifications etc arising out from violation of integrity pact Bidder(s)/ Contractor(s) shall not entitled for any compensation on this account.
- 3.7 subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/ Contractor(s) could be revoked by the Principal if the Bidder(s)/ Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption preventative system in his organization.

SECTION 4 – PREVIOUS TRANSGRESSION

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

SECTION 5 – COMPENSATION FOR DAMAGE

- 5.1 If the Principal has disqualified the Bidder(s)/Contractor(s) from the tender process prior to the award according to Section 3 the Principal is entitled to forfeit

the Earnest Money Deposit/Bid Security/ or demand and recover the damages equitant to Earnest Money Deposit/Bid Security apart from any other legal that may have accrued to the Principal.

- 5.2 In addition to 5.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to termination of Contract due to Contractor default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor or demand and recover liquidate and all damages as per the provisions of the contract agreement against termination.

SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS

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

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

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

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

- 8.1 The Principal appoints competent and credible Independent External Monitor(s) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extend the parties comply with the obligations under this pact.
- 8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.

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

SECTION 9 – FACILITATION OF INVESTIGATION

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

SECTION 10 – LAW AND JURISDICTION

- 10.1 The Pact is subject to the Law as applicable in Indian Territory. The place of performance and jurisdiction shall be the seat of the Principal.
- 10.2 The actions stipulated in this Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

SECTION 11 – PACT DURATION

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

SECTION 12 – OTHER PROVISIONS

- 12.1 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate Office of the Principal at Bengaluru.
- 12.2 Changes and supplements as well as termination notices need to be made in writing by both the parties. Side agreements have not been made.
- 12.3 If the Bidder(s)/Contractor(s) or a partnership, the pact must be signed by all consortium members and partners.
- 12.4 Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

12.3 Any disputes/ difference arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.

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

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

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

.....
(Name & Designation)

.....
(Name & Designation)

Witness

Witness

1)
2)

1).....
2).....

ITI LIMITED - BANGALORE PLANT					
PLANT ELECTRICAL DEPARTMENT					
PRICE BID & SCOPE OF WORK					
SUPPLY OF CONVENTIONAL TYPE OVEN.					
The Work Consists of Design, Fabrication, Supply & Installation as required.					
Sl	Description of Work	Unit	Qty	Supply	
				Rates (in ₹)	Amount (in ₹)
1.0	DESIGN, FABRICATION, SUPPLY & INSTALLATION OF CONVENTIONAL TYPE OVEN. Chamber A	NOS	1		
a.	Internal Dimensions - 38'ft X 10'ft X 7'ft (WxDxH) Temperature Range - Ambt. to +70 Deg. C Tolerance - +/- 2 Deg. C Temperature Gradient - +/- 5 Deg. C				
b.	Technical Specifications as per Annexure - I enclosed				
2.0	DESIGN, FABRICATION, SUPPLY & INSTALLATION OF CONVENTIONAL TYPE OVEN. Chamber B	NOS	1		
c.	Internal Dimensions - 18'ft X 30'ft X 7'ft (WxDxH) Temperature Range - Ambt. to +70 Deg. C Tolerance - +/- 2 Deg. C Temperature Gradient - +/- 5 Deg. C				
d.	Technical Specifications as per Annexure - II enclosed				
	SUB TOTAL BASIC				
	GST @ 18%				
	GRAND TOTAL INCLUDING GST				
	(IN WORDS)				

WALK – IN TYPE BURN IN CHAMBER

Internal Dimensions	-	38'ft X 10'ft X 7'ft (W X D X H)
Temperature Range	-	Ambt. to +70 ^o C
Tolerance	-	+/- 2 ^o C
Temperature Gradient	-	+/- 5 ^o C

Standard Features:

- a. Interior:** Top Conventional Type heating system with air blowers and heating element. Fabricated with C/R metal structure and painted with heat resistant aluminum paint.
- b. Insulation:** Glass Wool (Only Top)
- c. Door:** Full opening front door equipped with Chromium plated hinges and tight sealing high Temp. silicon gasket.
- d. Port Hole:** 02 No.'s of 200 mm Dia port would be provided.
- e. Air Circulation:** Fans for uniform circulation of air.
- f. Heaters:** Air Heaters Stainless steel of appropriate ratings
- g. Exhaust:** Suitable Exhaust Blower's would be provided for Exhausting fumes.

Instrumentation & Controls:

- 1. Fully equipped control panel with accessories & switch gears. (Make: Siemens)
- 2. Micro – Processor based programmable PLC interface for downloading operations.
- 3. 8 Channel Temperature Scanner with PT 100 Sensors - 9 Nos.
- 4. Thyristor packs for heaters 120 K.W Max. (Bank Control: High, Low)
- 5. Safety Controllers, Safety Alarm and Door Limit Switches.
- 8. Chamber to operate on 440V, Three Phase 50 Hz A.C. Supply Mains

Mechanical Features:

- 1. Viewing window with two pane glass.
- 2. Illumination of working space by providing light internally.

WALK – IN TYPE BURN IN CHAMBER

Internal Dimensions	-	18’ft X 30’ft X 7’ft (W X D X H)
Temperature Range	-	Ambt. to +70 ^o C
Tolerance	-	+/- 2 ^o C
Temperature Gradient	-	+/- 5 ^o C

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- 2. Illumination of working space by providing light internally.

ITI LIMITED

Dooravaninagar : Bangalore - 560 016

PLANT ELECTRICAL DEPARTMENT

DESIGN, FABRICATION, SUPPLY & INSTALLATION OF CONVENTIONAL TYPE OVEN

SPECIFICATIONS AND TERMS & CONDITIONS OF CONTRACT

PART - 'A' - TECHNICAL BID

(I) **Prequalification and eligibility criteria / experience and the documents to be furnished along with the Technical Bid.**

- a. Those contractors who have successfully completed similar nature and class of works in the last 4 years ie., commencing from January 2022. As per the following alternative eligibility criteria.
 - 1 Work completion certificate with supporting documents, in single work costing not less than 80% of the estimated cost of the said work .

OR
 - 2 Work completion certificate with supporting documents, in Two works each work costing not less than 50% of the estimated cost of the said work .

OR
 - 3 Work completion certificates with supporting documents, in Three works each work costing not less than 40% of the estimated cost of the said work .
- b. Solvency Certificate and valid income tax clearance certificate. Solvency certificate to be for a value of ₹15,00,000/- . Solvency certificate issued by the Banks prior to April 2021 will not be considered.
- c. Copy of PAN / GIR No. Registration certificate issued by Income tax Authority.
- d. Details of works carried out during last 3 years in Public sector / leading private organisations with certificate(s).
- e. Certificate of TIN Number
- f. Balance sheet for the 3 years
- g. Availability of Technical personnel
- h. Availability of Electrical / Electronic equipments required for the above work.
- i. IT Returns for the past 3 years
- j. Local office address and contact numbers.
- k. Source of procurement of approved material with manufacturer details along with the details of its authorised applicators.
- l. Labour licence and ESI & PF Code numbers to be furnished.

(II) Tender documents will be issued between 09.30 Hrs. to 14.00 Hrs. on all working days against a non refundable payment of ₹1,000/- per set. of each Blank tender form. In case the request for Tender documents is sent by post, the cover should be superscribed with Request for Tender documents and the name of work. The Company will not be responsible for any postal delays.

(III) EMD and cost of Tender forms should be paid only by Cash Challan / Bank Draft / Banker's Pay Order drawn in favour of " ITI LIMITED " Bangalore Plant. Other modes of payment are not acceptable. Tenders without EMD will be rejected. Cash Challan / Bank Draft / Bankers Pay Orders Nos. should be clearly indicated on the Tender covers. Company reserves the right to verify the credentials of the contractors before awarding the work. M/s. ITI Limited reserves the right to accept or reject, all or any Tender in full or part without assigning any reason thereof.

(IV) The tender is to be submitted in Two Parts

- i) **Technical Bid**
- ii) **Price Bid**

The 1st Part ie., **Part - 'A' " Technical bid "** will be subjected for scrutiny before opening of the **Part - 'B' " Price bid "**.

Signature of the Contractor

In the event of the contractors failing to furnish all the relevant documents as per the eligibility criteria in **Part - 'A' " Technical bid "** then their **Part - 'B' " Price bid "** will not be opened and the same will be returned to the respective contractor without opening.

Date of opening of the Part - 'B' Price Bid

Please note that the date of opening of Part - 'B' Price Bid will be communicated seperately to such of the contractors who have qualified in the Part - 'A' Technical Bid.

- (V) Requirement for such of those contractors who are down loading the tender documents directly from the web site and there after submitting to ITI Limited, Bangalore.

Such of the intending eligible Tenderers who are down loading the Tender documents from the web site may please note that their Tenders are to be submitted in full. That is to be submitted separately in sealed covers in 2 parts.

The 1st part shall be superscribed as a **Part - 'A' " Technical bid "** on the cover and shall comprise of all relevant supporting documents fullfilling all the requirements of the eligibility criteria such as work experience, completion certificates, Solvency certificate, General terms and conditons of contract for Electrical works to be duly signed on each page, EMD and cost of Tender document in the form of DD's etc., all as per (I) to (IV) above.

And whereas the other part shall be superscribed on the cover as **Part - 'B' " Price bid "** .and shall comprise of duly filled tender documents, which is marked as **Part - 'B' " Price bid "** .

Both the Bid documents shall reach the undersigned on or before at **14.00 Hrs. On 08.05.2022.**

SPECIAL CONDITIONS OF CONTRACT

- 1 The contractors are required to inspect the site before submitting their Tender and it will be deemed that they are fully conversent with the existing site conditons.
- 2 Safety is the essence of this work. The contractor has to take all safety precautions during the course of work. The contractor has to make his own arrangements for providing safety appliances to their workmen engaged on the work.
- 3 The contractor has to comply with statutory provisions such as obtaining labour licence, payment of ESI, PF etc., for their workmen engaged for the work indicating their ESI / PF code Nos. etc., to the Department / Company.
- 4 The rate quoted shall include all the taxes / levies including Sales tax on works contract imposed by the State / Central Govt. from time to time.
- 5

The contractor's quoted rates shall be **inclusive of GST** (ie., both Service Provider's portion and Service Receiver's portion) and all other taxes as applicable. The contractor is required to pay his portion of Service tax and other taxes as applicable every month regularly and submit along with the progressive Bills as per the provisions and guidelines. It may please be noted that the Service Tax towards service receiver's portion shall be deducted from the respective Bills payable.
- 6 The rate quoted shall include all leads and lift charges.
- 7 For items of work involving use of cement, rate quoted shall include the cost of cement unless otherwise specified.
- 8 The rate quoted shall include PF & ESI contributions to their workmen engaged on the work. The statutory contributions shall be made in any case not less than the contributions on the labour component as per C P W D . The statutory cintributions shall be remitted in time on monthly basis on or before 10th of every subsequent month , failing which the contract will be liable for termination and the work will be got done through other agency at sole risk and cost of the contractor.
- 8a

The rate quoted shall include all Taxes / Levies including ESI, PF and Administrative charges, Sales Tax on work contract and Service tax etc., imposed by the State / Central Government from time to time as applicable.
- 9 The contractors shall make their own arrangements for providing and removing the scaffolding etc.
- 10 The contractor shall ensure that no inconvenience is caused to the occupants as the work has to be executed in occupied areas.
- 11 The contractors are required to quote the rates both in figures and words.
- 12 The contractors should dispose the debris and rubbish on day to day basis as per directions of Engineer-in-charge. If the debris are not removed within 3 days, the Compay will clear the debris and panel recovery for cost incurred will be debited from contractors account.
- 13 The work permit shall be obtained by the contractor before start of the work or as directed by Engiener-in-charge of the work and with due approval by ITI Safety Dept. For safe execution of the work.
- 14 For any point not covered under these special conditions companys General Terms and Conditions of contract for Electrical works to be referred and CPWD specifications Vol. I & II, 2018 will also form part of the contract.
- 15 All the respective documents along with diagrams,manuals etc should be submitted to the concerned department after completion of work.

Signature of the Contractor

Appendix III

SITE VISIT REPORT LETTER

Date:

To,
AGM – CS
ITI Limited, Bangalore Plant,
Dooravaninagar, Bangalore - 560016

Sub.: Site Visit Report for Design, Fabrication, Supply & Installation of
Conventional Type Oven.

Ref.: ITI's Tender No.-----

This has reference to above referred tender of at ITI Limited, Bangalore Plant,
Dooravaninagar, Bangalore – 560016.

I / We hereby declare that we have visited site.

I / We made ourselves acquainted with site conditions, approach to site, requirement of
tender conditions etc. I / We verified all details required to execute the projects. I / We
have no problems in undertaking the projects and complete them in the given time period.

Thanking you,

Yours faithfully

(Signature of Bidder)

< Name of Bidder >

(Signature ITI authorities)

< Designation >

*The above format is to be must printed on the Bidders Letter Head to hold its validity and genuinity.

INSTRUCTIONS TO BIDDERS FOR ONLINE BID SUBMISSION

5.	Submission of Bids shall be only through online process which is mandatory for this Tender.
5.1	Tender Bidding Methodology: Sealed Bid System Tender Type: Three bids i.e., EMD, Technical and Financial Bids shall be submitted by the bidder at the same time on the portal.
5.2	Broad outlines of the activities from Bidders perspective:
5.2.1	Procure a Digital Signing Certificate (DSC)
5.2.2	Register on Electronic Tendering System® (ETS)
5.2.3	Create Users and assign roles on ETS
5.2.4	View Request for Proposal (Tender) on ETS
5.2.5	Download Official Copy of Tender Documents from ETS
5.2.6	Clarification to Tender Documents on ETS
5.2.7	Query to ITI LTD (Optional)
5.2.8	View response to queries posted by ITI LTD, as an addendum/corrigendum.
5.2.9	Bid Submission on ETS
5.2.10	Attend Public Online Tender Opening Event on ETS Opening of Technical/Financial Part
5.2.11	View Post-TOE Clarification posted by ITI LTD on ETS (Optional) Respond to ITI LTD's Post-TOE queries.
5.3	<p>For participating in this tender online, the following instructions need to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.</p> <p>Note 1:</p> <p>It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. BOQ (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.</p> <p>Note 2:</p> <p>While uploading the documents, it should be ensured that the file name should be the name of the document itself.</p>
5.4	Digital Certificates: For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC) also referred to as Digital Signature Certificate (DSC) of Class 3 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer http://www.cca.gov.in].
5.5	Registration in e-procurement portal: Bidder has to Register first in https://www.tenderwizard.com/ITILIMITED and then Tender document can be downloaded from the web site: https://www.tenderwizard.com/ITILIMITED and bid has to be submitted in the e-format.

5.6	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.
5.7	<p>Special Note on Security of Bids:</p> <p>Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software.</p> <p>Specifically, for Bid Submission, some security related aspects are outlined below:</p> <p>As part of the Electronic Encrypt functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-phrase created by the server itself. The Pass phrase is more difficult to break. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a User organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender opening officers of the User organization and the personnel of e-tendering service provider.</p>

5.8	<p>Public Online Tender Opening Event (TOE):</p> <p>ETS offers a unique facility for ‘Public Online Tender Opening Event (TOE)’. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet.</p> <p>Every legal requirement for a transparent and secure ‘Public Online Tender Opening Event (TOE)’ has been implemented on ETS.</p> <p>As soon as a Bid is decrypted with the corresponding ‘Pass-Phrase’ as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The work of taking notes during a manual ‘Tender Opening Event’ is therefore replaced with this superior and convenient form of ‘Public Online Tender Opening Event (TOE)’.</p> <p>ETS has a unique facility of ‘Online Comparison Chart’ which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the User for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders in electronic forms. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.</p> <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> <p style="text-align: center;">SIGNATURE OF THE CONTRACTOR</p>
5.9	Other Instructions:

	<p>For further instructions, the vendor should visit the home page of the portal i.e. https://www.tenderwizard.com/ITILIMITED.</p> <p>Important Note: 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> <p>If require any clarification on vendor registration, Digital Signature and submission of quote, etc.. please contact our e-tendering partner Mr. Dhanraj (Antares); Mob: 9686115308; e-mail ID: ghanraj.p@antaressystems.com</p>
5.10	The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:
5.10.1	Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your tender submission deadline on ETS.
5.10.2	Register your organization on ETS well in advance of your tender submission deadline on ETS.
5.10.3	Get your organization's concerned executives trained on ETS well in advance of your tender submission deadline on ETS.
5.10.4	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.
5.11	<p>Minimum Requirements at Bidders end: Computer System with good configuration and OS preferably supporting Windows, Word, Excel & PDF, High Speed Broadband connectivity, Internet Browser and Digital Certificate(s).</p>