



ITI LIMITED

Network Systems Unit

ESG Office

C/o. HQ 5 Sig Group,
Opp. HQ Western Air Command,
NH-8, Asmara Lines,
Delhi Cantt. 110010.

www.itiltd-india.com

civil_nsu@itiltd.co.in

CIVIL ENGINEERING DEPARTMENT

Tender for Supply, Installation, testing and commissioning of Access Control Systems, Video Surveillance Systems, Physical Intrusion Detection and Prevention Systems, Fire Detection and Suppression Systems, etc., works for the National Importance project. [Two bid system].

Sl. No.	ITEM	DESCRIPTION
1	Tender No.	ITI/NSU/CIVIL-DEL/2024/0112/26 dated 04-01-2025.
2.	Sale of Tender document	Available on ITI e-Tendering portal www.itiltd.in or https://itilimited.euniwizarde.com/
3.	Bid Submission Start Date	04/01/2025 from 03:00 P.M.
4.	Bid Submission Last Date	27/01/2025 Up to 01: 00 P.M.
5.	Bid Opening Date	27/01/2025 Up to 03:30 P.M.
6.	Tender Fee	Group 1 Rs. 10,000 plus GST @18% i.e., Total Rs. 11,800/- Group 2 Rs. 10,000 plus GST @18% i.e., Total Rs. 11,800/-
7.	Tender Opening Address	General Manager-(ASCON) ITI Limited ESG (ASCON), C/o. HQ 5 Sig Group, Opp. HQ Western Air Command, NH-8, Asmara Lines, Delhi Cantt. 110010.

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

Tenderer:

Shri/ M/s

.....
.....

To,

General Manager-(ASCON)

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

Tender for Supply, Installation, testing and commissioning of Access Control Systems, Video Surveillance Systems, Physical Intrusion Detection and Prevention Systems, Fire Detection and Suppression Systems, etc., Works for the National Importance project. [Two bid system].

Dear Sir,

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

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

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

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

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

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

I/We further agree that in case my/our tender is accepted to deposit the additional Security amount of 5% in the form of Bank Guarantee Performance Security deposit under the General Terms and Conditions enclosed herewith.

If, after the tender is accepted, I/We fail to commence the execution of the works as provided in the conditions, I/We agree that the company shall without prejudice to any of their right or remedy be at liberty to forfeit the said total earnest money absolutely i.e. Rs. -----. I/We attach herewith by Me/Us statement showing the details of similar works carried out for reference and to substantiate my/our experience and capacity to carry the work on tender.

Our Bankers

are.....
.....
.....

I/We also undertake to complete all works and hand over the same in a satisfactory manner to the company or their authorized representatives **within the stipulated time as mentioned in the NIT** from the 15th day of the orders issued to start the works.

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

Yours Faithfully,

(CONTRACTOR/S)

Address:

Dated:

Signed in the presence of

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

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

Group-1 (Total 141 Sites)					
PART-A: New Building - (95 No.)					
S.No.	Site Name	Zone	S.No.	Site Name	Zone
1	Bhurtse	Leh	49	T Shuntwari	Srinagar
2	Chismula	Leh	50	Torna	Srinagar
3	Chumar	Leh	51	Zorawar V	Srinagar
4	DBO	Leh	52	Shipki La	Jalandhar
5	Demchok	Leh	53	Ajnala	Jalandhar
6	Fukche	Leh	54	DBN	Jalandhar
7	Gapshan	Leh	55	Malling	Jalandhar
8	Karzok	Leh	56	Ranjitpura	Bikaner
9	KM 120	Leh	57	Bediabet	Jodhpur
10	KM 56	Leh	58	Kuarbet	Jodhpur
11	Leh	Leh	59	Vigukot	Jodhpur
12	Lukung	Leh	60	Lakhat	Jodhpur
13	Padam (14 Corps)	Leh	61	Bangalore	Jodhpur
14	Sasoma	Leh	62	Charma	Bareilly
15	Tsogtsalu	Leh	63	Chhiyalekh	Bareilly
16	Chongtash	Leh	64	Dharchula	Bareilly
17	Hanle	Leh	65	Geldung	Bareilly
18	Lassipura	Srinagar	66	Jibti	Bareilly
19	Qasbangam	Srinagar	67	Goting	Bareilly
20	Larikpura	Srinagar	68	Lapthal	Bareilly
21	Sher-e-Shali	Srinagar	69	Harsil	Bareilly
22	Baraub	Srinagar	70	Malari	Bareilly
23	Chakkigam	Srinagar	71	Mussoorie	Bareilly
24	Kanzalwan	Srinagar	72	Sumna	Bareilly
25	Niru	Srinagar	73	Narender Nagar	Bareilly
26	Rustam	Srinagar	74	Nelang	Bareilly
27	Rana	Srinagar	75	PDA	Bareilly
28	Naini	Srinagar	76	Gunji	Bareilly
29	Balbir	Srinagar	77	Sukhi	Bareilly
30	Baraf	Srinagar	78	Kalapani	Bareilly
31	Chamkot	Srinagar	79	Rimkhim	Bareilly
32	Gore-II	Srinagar	80	Lansdowne	Bareilly
33	Guguldhara	Srinagar	81	Bhadarwah	Jammu
34	Jogi	Srinagar	82	FDL-640	Jammu
35	Kissan	Srinagar	83	Gulpur	Jammu
36	NC Pass	Srinagar	84	Jhangar	Jammu
37	Shararat	Srinagar	85	KDL-478	Jammu
38	Ustad	Srinagar	86	Khasatar Nallah	Jammu
39	Vayu	Srinagar	87	Lam	Jammu

40	Baaz	Srinagar	88	Mohubal	Jammu
41	Cheema	Srinagar	89	Nachlana	Jammu
42	Himmat	Srinagar	90	Pir Bhadeshwar	Jammu
43	Kaman Post	Srinagar	91	Tain Top	Jammu
44	Kathi	Srinagar	92	Miran Sahib	Jammu
45	Mike	Srinagar	93	Ramgarh	Jammu
46	Padam	Srinagar	94	Ranveer Singh Pura	Jammu
47	Pt 4040	Srinagar	95	Molu	Jammu
48	S P Gali	Srinagar			

Part-B: Upgradation Sites (46 Nos.)

S.No.	Site Name	Zone	S.No.	Site Name	Zone
1	P Gali	Srinagar	24	Nanuwali Kothi	Bikaner
2	Barakh	Jammu	25	Padampur	Bikaner
3	Kalal	Jammu	26	Pugal	Bikaner
4	KP 2	Jammu	27	RD 498	Bikaner
5	Mandi	Jammu	28	Suratgarh	Bikaner
6	Saujiyan	Jammu	29	Ram Singh Pura	Bikaner
7	Mamun	Jammu	30	Badloo	Jodhpur
8	Unchibassi	Jammu	31	Chirai	Jodhpur
9	Ram Chandra Peak	Jammu	32	DKD	Jodhpur
10	Moga	Jalandhar	33	Lathi	Jodhpur
11	Parziankalan	Jalandhar	34	Lunawaskalan	Jodhpur
12	Batala	Jalandhar	35	Bikampur	Jodhpur
13	Harike	Jalandhar	36	Sanu	Jodhpur
14	Banbasa	Bareilly	37	Shrimohangarh	Jodhpur
15	Wilsha	Bareilly	38	Baytu	Jodhpur
16	Neelapani	Bareilly	39	Chautan	Jodhpur
17	Saharanpur	Bareilly	40	Chordia	Jodhpur
18	Bajju	Bikaner	41	Dand	Jodhpur
19	HS Pura	Bikaner	42	Jalipa	Jodhpur
20	Marh	Bikaner	43	Sheo	Jodhpur
21	Amarpura	Bikaner	44	Shihani	Jodhpur
22	Muktsar	Bikaner	45	Nachna	Jodhpur
23	Ganganagar	Bikaner	46	Sangar	Jodhpur

Group-2 (40 Sites)					
PART-A: NEW BUILDINGS(RCC & LGSF) - 36 No.					
Sl. No.	Site Name	Zone	Sl. No.	Site Name	Zone
1	Bump IV	Kolkata	19	Sitang	Tezpur
2	Bunker	Kolkata	20	Tuting	Tezpur
3	GRAF RR	Kolkata	21	Maza	Tezpur
4	Lachung	Kolkata	22	Nacho	Tezpur
5	Lanka	Kolkata	23	Bame	Tezpur
6	Latok	Kolkata	24	Chabua	Tezpur
7	Lugnak La (Rptr)	Kolkata	25	Lumpo	Tezpur
8	Muguthang	Kolkata	26	Mago	Tezpur
9	Pt - 3777	Kolkata	27	Taksing	Tezpur
10	Shiv Mandir	Kolkata	28	Brown Hill	Tezpur
11	TR Junction	Kolkata	29	Yangtse	Tezpur
12	Zekuphayak	Kolkata	30	Pemgarh	Tezpur
13	Sarli	Tezpur	31	Gabuk	Tezpur
14	Baja Basti	Tezpur	32	Sigar	Tezpur
15	Menga	Tezpur	33	Tatadega	Tezpur
16	Sela	Tezpur	34	Sago Hill	Tezpur
17	Jung	Tezpur	35	Bona	Tezpur
18	Kakopathar	Tezpur	36	TCC	Tezpur
PART-B UPGRADATION SITES (04 no.)					
Sl. No.	Site Name	Zone	Sl. No.	Site Name	Zone
1	KM 6	Tezpur	3	Tenga RR Hill	Tezpur
2	Bomdilla RR Hill	Tezpur	4	Tezpur	Tezpur

IMPORTANT PARTICULARS

SL NO.	DESCRIPTION	INFORMATION
1	Pre-Bid Meeting	09-01-2025 AT 11 AM to 13 hrs at the office of GM-ASCON
2	Opening of Financial Bids	THIS WILL BE INTIMATED LATER
3	Cost of Tender Document	Group 1 Rs. 10,000 plus GST @18% i.e., Total Rs. 11,800/- Group 2 Rs. 10,000 plus GST @18% i.e., Total Rs. 11,800/-
4	Earnest Money Deposit (EMD)	Group-1 Rs. 41.53 Lakhs, Group-2 Rs. 13.32 Lakhs,
5	Average Financial Turnover [Last Three Years]	Group-1 Rs. 12.45 Crs, Group-2 Rs. 4.00 Crs,
6	Solvency Certificate Value	Group-1 Rs. 16.61 Crs, Group-2 Rs. 5.33 Crs, [Issued within 6 months from the publishing of this tender]
7	Security Deposit	Ten percent of contract value.
8	Validity	180 days after the last date fixed for submission of the tender.
9	Price Escalation	NIL
10	Performance Guarantee	5% OF CONTRACT VALUE.
11	Period of Completion	Two Year in total for a Group [03 (Three) Months from the date of handing over the individual site].
12	Estimated Cost	Group-1 Rs. 41.53 Crs, Group-2 Rs. 13.32 Crs, [Excluding GST]

Note: The tender documents can be downloaded from the Company website www.itilttd.in or <https://itilimited.euniwizarde.com/> and from Government portal eprocure.gov.in
Corrigendum: Any corrigendum/addendum/errata in respect of the above tender shall be made available at our official website www.itilttd.in or <https://itilimited.euniwizarde.com/> No further press advertisements will be given. Hence, all bidders are advised to check the ITI Ltd website regularly. Documents submitted in connection with Pre-Qualification will be treated as confidential and will not be returned.

SECTION - I

NOTICE INVITING TENDER

ITI Limited, a Public Sector Undertaking under the Department of Telecommunications, Ministry of Communications, is a leading Telecom equipment manufacturer and solution provider in India. The major customers are BSNL, BBNL, MTNL, Defense, Paramilitary forces, Railways, Banks, Central & State Govt. Departments, Institutions and Research Organizations. ITI Ltd has a pan India business footprint supported by the network of its Manufacturing units & MSP (Marketing, Services and Project) units at various locations.

ITI Limited has been undertaking various projects in all fields of telecommunications and Information Technology and also continuously deploying new technologies in the fields of Telecom, ICT, Networking, e-Governance etc. ITI has diversified its operation and has been executing Turnkey projects in the field of Smart Infrastructure, BharatNet, and Defense Network Rollout etc.

ITI Ltd invites **turnkey solution offers** from qualified System Integrators/ Suppliers/ Agencies/ Companies for the Supply, Installation, testing and commissioning of Access Control Systems, Video Surveillance Systems, Physical Intrusion Detection and Prevention Systems, Fire Detection and Suppression Systems, etc., Works for the National Importance Project. [Two bid system].

NAME OF WORK: Supply, Installation, testing and commissioning of Access Control Systems, Video Surveillance Systems, Physical Intrusion Detection and Prevention Systems, Fire Detection and Suppression Systems, etc., Works for the National Importance Project.

Tenders not submitted/uploaded on time will not be considered and will be summarily rejected. Tender documents shall be filled and submitted/uploaded in digitally signed format.

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

1. ELIGIBILITY CONDITIONS FOR THE BIDDERS

I. ELIGIBILITY CRITERIA FOR PARTICIPATION IN THE TENDER

- a) Bidder shall be a Company incorporated/registered in India under the Companies Act/ Proprietorship/ Partnership Firm/ Limited Liability Partnership (LLP).
- b) Bidder shall have experience of working with CPWD, Railways, Defense, Department of Post, State PWDs, State/Central PSUs and Semi-Government Organizations in the same field.

II. WORK EXPERIENCE FOR ELIGIBILITY.

Bidder should have relevant experience in the field of Building Management Systems/ building IT Works comprising of supply and Installation of Access Control, Security System, Video surveillance systems, Physical Intrusion Detection and Prevention systems / Fire detection and Suppression systems /experience of having completed similar works during the last "7" (seven) years ending 31st Mar 2024 as indicated below.

a) Three similar works each costing not less than 40% of the estimated cost put to tender.
or

b) Two similar works each costing not less than 50% of the estimated cost put to tender.

or

c) One similar work costing not less than 80% of the estimated cost put to tender.

Similar works mean the Supply, Installation, Testing, Commissioning and Integration of Access Control/Security System / Surveillance systems / Physical intrusion detection and Prevention systems / Fire detection and Suppression systems / Building Management Systems.

The experience in a similar nature of work should be supported by certificates issued by the client's organization. In case the work experience is other than Govt / Semi Govt. / PSU's / Autonomous Bodies, the completion certificate shall be supported with copies of the letter of work order and copies of the corresponding TDS certificate as well.

The value of executed works shall be brought to the current level by enhancing the actual value of work done at a simple rate of 7% per annum, calculated from the date of completion to the previous day of the last day of submission of tenders.

Joint ventures/Consortia of firms /Companies shall not be allowed and the bidders should meet the criteria themselves.

III. FINANCIAL STRENGTH:

- a) The average annual financial turnover on similar works for the last 3 years shall be at least as specified in the tender. The requisite Turnover shall be duly certified by a Chartered Accountant with his seal/Signature and registration number.
- b) Bank Solvency Certificate issued from a nationalized or any scheduled Bank should be at least the value specified in the NIT. The certificate should have been Issued within 6 months from the publishing of this tender.
- c) Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
 - i. Made misleading or false representation in the forms, statements, affidavits, and attachments submitted in proof of the qualification requirements, or record of submission of any false/fake documents.
 - ii. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, etc.,
 - iii. Participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it.

IV. The Technical Bid (Part-A) without the Price/Rate shall contain the following details: e-Envelope-I [Technical Bid]

The submitted Tender shall consist of the following:

- i. Cover notes by the Bidder indicating name of the Company/Organization, address, communication details (mobile numbers, landline numbers, fax numbers, e-mail IDs for correspondence), name of the contact person, designation of the Bid submission authority.
- ii. Complete set of tender documents original as sold duly/downloaded filled and signed (digitally) by the tenderer as prescribed in the different places of the tender document.
- iii. Information regarding the tenderer [organization set up] as in the Performa enclosed in Annexure- 8.
- iv. Cost of tender documents, and EMD.
- v. Income Tax Return for the last three financial years.
- vi. PAN Number and GST Registration certificate
- vii. Earnest Money Deposit (EMD) as specified in the tender and Tender document fee of Rs. 10,000 (Rupees Ten Thousand Only) plus GST @18% i.e. Total Rs. 11,800 (Rupees Eleven Thousand Eight Hundred only) shall be payable with the bid. This shall be paid well in advance of tender submission time through Demand Draft or NEFT or bank transfer or Pay Order drawn at a Scheduled Bank/Post Office in favour of ITI Limited (N S UNIT), Dooravani Nagar, Bengaluru - 560016. The Bank details for crediting/Transferring money to ITIL are as below.

Account No: 10637729843

Bank: State Bank of India

Branch: IFB

IFSC Code: SBIN0009077

MICR Code: 560002016

Type of Account: CC A/c.

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

- viii. Power of attorney in the case as an authorized representative who has signed the tender.
- ix. Solvency Certificate of value as specified in NIT.
- x. An integrity pact duly signed by the tenderer shall be submitted. Any bid without a signed Integrity Pact shall be rejected.

MANDATORY DOCUMENTS FOR ELIGIBILITY CRITERIA.

Certificate	Company Registration certification
Average Financial Turnover certificate of last three financial years from CA	Group-1 Rs. 12.45 Crs, Group-2 Rs. 4.00 Crs
Solvency certificate	Group-1 Rs. 16.61 Crs, Group-2 Rs. 5.33 Crs, [Issued within 6 months from the publishing of this tender.]
EMD	Group-1 Rs. 41.53 Lakhs, Group-2 Rs. 13.32 Lakhs,
Work Experience Certificate [Completion]	3 similar works each costing not less than 40% of the estimated cost put to tender
	2 similar works each costing not less than 50% of the estimated cost put to tender
	1 similar work costing not less than 80% of the estimated cost put to tender
GST	GST Registration certificate
PAN	PAN card copy
Company Profile	Organization setup, Previous completed projects, Ongoing work etc.
Undertaking	Litigation History
Other Documents	As per the Tender Document

V. **e-Envelope 2 [Financial BID]**

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

Note:

- Bidder can bid for any of the groups.
- The bidder who desires to bid for both groups, has to submit separate EMD and Tender fees for each group.
- The bidder who desires to bid for both groups, has to submit a **separate financial bid** for each group.

Thanking you
Yours faithfully

For ITI Limited
General Manager-ASCON

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

SECTION - II

INFORMATION AND INSTRUCTIONS TO TENDERERS

ITI Ltd invites **turnkey solution offers** from qualified System Integrators/ Suppliers/ Agencies/ Companies for the Supply, Installation, testing and commissioning of Access Control Systems, Video Surveillance Systems, Physical Intrusion Detection and Prevention Systems, Fire Detection and Suppression Systems, etc., Works for the National Importance Project. [Two bid system].

M/s. ITI Ltd is executing a Mega Communication Project for our end user. As a part of this project, there are a total no. of 131 New Buildings (RCC & LGSF) and 51 Upgradation Sites that are being constructed in pan India. Thereafter, IT Security Systems will be implemented on these sites. Some of these sites are already constructed and readily available for the execution of IT related works.

Tenders not submitted/uploaded on time will not be considered and will be summarily rejected. Tender documents shall be filled and submitted/uploaded in digitally signed format.

1. Interpretation of Tender Document before tenders are received:

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

2. Addenda:

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

3. Only One Proposal

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

4. Proposal Validity

The tender must remain valid for 180 days from the last date of submission of the tender including the extension(s) given if any.

5. Clarifications and Amendment of Bid Documents

- 5.1 Bidders may request clarification on any clause(s) of the Bid documents within 5 days from the date of uploading of the Tender on the website. Any request for clarification must be sent in writing, or by standard electronic means to ITI LTD's address. ITI LTD will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without disclosing the Source of the query) to the bidders. and ITI LTD deem it necessary to amend the bid document as a result of a

clarification or any other reasons it, shall do so. However, ITI Ltd reserves the right to respond to the queries after the cut-off date as mentioned above.

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

Any Corrigendum/Addendum thus issued shall form part of tender document and shall be posted only on the website www.itiltld.in , or <https://itilimited.euniwizarde.com/> or eprocure.gov.in , and the bidders are thus advised to update their information by using said website. To give the bidders reasonable time to take an amendment into account in their bids and on account of any other reasonable circumstances, ITI Ltd may at its discretion, extend the deadline for the submission/ opening of the tender.

- 5.3** Bidders desirous of seeking clarifications on the Tender, may send their queries through email to: civil_nsu@itiltld.co.in also on <https://itilimited.euniwizarde.com/>, (Mr. Shivan Shah: AGM-Projects, Ph: 9980535354, Mr. Sonu Mittal-AEE, Ph: 8281112722, Mr. Vishal Batra-AEE, Ph: 7986542127).

- 5.4** On the Bid opening day, only technical bids will be opened. The Bidders who are desirous of attending the bid opening may do so as per the e-tendering process (TOE).

- 5.5** Bids without authenticated proof of Bid/Tender document fee, EMD and other technical compliances as required and prescribed in this Tender, will be rejected.

- 5.6** The date for opening of the financial bids will be communicated to all technically qualified /eligible bidders separately, through registered email.

- 5.7** The address for all correspondences regarding this Tender shall be marked to GM (ASCON), NS Unit, ITI Limited through E-mail: civil_nsu@itiltld.co.in

- 5.8** The offers prepared by the Bidders and all the correspondences and documents relating to the offers submitted/exchanged by the Bidder, shall be written in English language.

- 5.9** **ITI Ltd reserves the right to suspend or cancel the Tender process at any stage, or to accept, or reject any, or all offers at any stage of the process and / or to modify the process, or any part thereof, at any time without assigning any reason, without any obligation or liability whatsoever and the same shall be published in the ITIL website or intimated through email.**

- 5.10** ITI Ltd does not take any responsibility for the delay caused due to non-availability of internet connection or sever/traffic jam, etc. for online bidding.

- 5.11** The Bidder shall bear all costs associated with the preparation and submission of its Tender, including cost of presentation for the purpose of clarification of the offer, if so desired by ITIL.

- 5.12** At any time prior to the last date for receipt of offers, ITIL, may, for any reason, whether at its own initiative or in the response to a clarification requested by the prospective bidders, modify the Tender document.

- 5.13** Also, ITIL may, at its discretion, extend the last date and time for the receipt of offers and/or make other changes in the requirements set out in the Invitation for Tender at its own accord

or in order to provide reasonable time to bidders to take the amendments into account in preparing their offers.

- 5.14** If the last day for the bid submission is declared as a holiday, the bid will be opened at the same time on the next working day.

6. SIGNING OF BID

The bidder shall prepare, as a part of his bid, the bid documents duly signed to be uploaded/submitted (digital signatures accepted on e-tendering portal), establishing the conformity of his bid to the bid documents of all the works to be executed by the bidder under the contract and the credentials claimed to comply the bid conditions.

The bid shall contain no inter-lineation, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed with dated by the person or persons signing the bid.

7. DISCLAIMER:

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

All information contained in this Tender provided / clarified is in good faith and interest. This is not an agreement and is not an offer or invitation to enter into an agreement of any kind with any party.

Though adequate care has been taken in the preparation of this Tender document, the interested bidders shall satisfy themselves that the information contained in the document is complete in all respects to enable to make an informed decision to bid. Interested Bidders are required to make their own enquiries and assumptions wherever required.

Information provided in this document or imparted to any respondent as part of the Tender process is confidential and shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or organization.

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

9. GENERAL INFORMATION TO THE BIDDER ON EMD, SECURITY DEPOSIT, AND REFUND OF SECURITY DEPOSIT.

- 9.1 Earnest Money Deposit (EMD):** Earnest Money Deposit of an amount as mentioned in NIT is required to be submitted along with the tender in favour of ITI Ltd NS Unit Bengaluru as per NIT.
- 9.2** The EMD shall be payable to the ITIL without any conditions, recourse, or reservations.
- 9.3** The bid will be rejected by the ITIL as non-responsive and shall not be considered in case if amount of EMD is not received as specified in NIT.
- 9.4** Return of Earnest Money deposit: No interest shall be allowed on the Earnest Money deposit by the Tenderer. The earnest money of the unsuccessful tenderer will be refunded within 15 days on their request after the issuance of the LOA to the successful bidder.
- 9.5** The Earnest Money deposited by the successful tenderer will be retained towards the Security Deposit for the fulfilment of the contract but shall be forfeited if the tenderer fails to submit the Performance Guarantee of 5% of the tendered value, the requisite security deposit as per General Terms and conditions of the contract and/or fails to start the work within a period of 15 days after issue of the Work Order in writing.
- 9.6** The earnest money deposit of L-1 will be released only after submission of the Performance Guarantee of 5% on the award of work and their confirmation from the bank.
- 9.7 Security Deposit:** The total Security deposit in the work is 10% of the contract value. The security deposit will be recovered by deduction from the running bills of the contractors at the rate of 5% of the gross value of work done. This is in addition to the performance guarantee of 5% mentioned above. Further, the contractor has to furnish the "No Claim Certificate to ITI Ltd at the time of claiming a refund of retention money in confirmation of his having no claim against ITI Ltd on getting refunded the security deposit
- 9.8 Refund of Security Deposit:** S.D deducted from the contractor's bill shall be refunded to the agency after the expiry of the **Defects liability/Warranty period of 2 years** and after obtaining no defect certificate from the concerned officials. [Engineer in charge]
- 9.9** The EMD may be forfeited:
- a. If a bidder withdraws the bid after the bid opening during the period of validity.
 - b. In the case of the successful bidder, if the agency fails to sign the Agreement within the 15 days from the date of issue of LOA or furnish the required performance security or fails to commence the work within the stipulated period prescribed in the contract.

9.10 ORDER OF PRECEDENCE:

In case of differences, contradictions, or discrepancies with regard to General Conditions of Contract, specifications, Special Conditions, Corrigendum issued, Drawings, bill of quantities, etc., forming part of the contract, the following shall prevail in order of precedence.

- a. ITI or End user instructions/correspondence
- b. Letter of the award, along with the statement of agreed variations and its enclosures if any, corrigendum, Clarifications, etc.,
- c. Special Conditions of Contract
- d. Descriptions of the bill of quantities /Schedule of quantities.
- e. General Conditions of Contract
- f. Drawings.

10. TIME SCHEDULE FOR COMPLETION OF WORK

Supply, Installation, testing & commissioning of complete work- **Two Year for all sites in that Particular Group [03 months from the date of Handover of individual site/sites to successful bidder. The date of commencement will be reckoned from the 15th day of the date of handing over the site/Sites.** The time of completion mentioned above will run concurrently and independently.

11. PAYMENT TERMS:

STAGE OF PAYMENT

Payment will be made on completion of the respective stages with the following payment conditions: -

Stage	Description of stage	Payment condition
1 st Stage	Supply, Installation, testing and commissioning of all the equipment along with Accessories at site	Payment will be made for 60% of the work done for the site/sites
2 nd Stage	Completion of Scope of works as mentioned in BOQ and issuance of completion certificate from ITIL. ITI Limited shall issue completion certificate on successful completion of testing of the test cases approved by ITI Limited.	Payment will be made for 30% of the work done at the sites
3 rd Stage	Integration with central server/software to get clear visuals of all the allocated sites of the group at Zonal site and Central NOC.	Payment will be made for 10% of the work done of all the allocated sites of the group.

- **Note-1:** 5% of the gross amount payable to the contractor will be retained from each running bill as a security deposit in addition to the Performance Guarantee of 5%. The security

deposit will be released to the bidders after the successful completion of the defect liability/Warranty period.

- **Note-2:** The vendor shall be liable for the safe keeping of the equipments until the site is handed over to ITI Limited. No claim in this regard shall be entertained.
12. ITI reserves the right to forfeit of the Performance guarantee in addition to security deposit in the event of the tenderer's failure any of the contractual obligations or in the event of termination of the contract as per terms and conditions of the contract.
 13. The Tenderer shall quote rates both in figures as well as in words. In case the tenderer has quoted two different rates in words and figures, the rates which correspond to the amount worked out by the contractor are taken as correct. When the amount of an item is not worked out by the contractor, or if it does not correspond with the rates written either in figures or in words, then the rate quoted by the contractor in words is taken as correct. When the rate quoted by the contractor in figures and words tallies, but the amount is not worked out correctly, the rates quoted by the contractor are taken as correct and not the amount.
 14. All the corrections and alterations made in the entries by the tenderer must be attested with his/their full signature and date. Erasures and overwriting are not permissible and may disqualify the Tender.
 15. The Tender shall contain the name, address, and place of business or person or persons making the tender and shall be signed by the tenderer with his signature. The partnership firm shall furnish the full name of all partners in the tender. It may, however, be signed in the partnership name by one of the partners or duly authorized representatives, followed by the name and designation of the person signing the tender. Tenders by a corporation or by a person are signed in the name of the corporation by a person duly authorized to do so. In case it is signed by an authorized representative, a power of attorney on that behalf shall accompany the tender. A copy of the constitution of the firm with the names of the partner shall be furnished.
 16. When the tenderer signs a tender in a language other than English, the total amount of tendered should also be written in English language only. The signature should be attested by at least one witness.
 17. Witnesses and sureties shall be persons of status and property and the names, occupations, and addresses shall be stated below the signature.
 18. All the signatures in the tender document shall be dated and pages of all the sections of the tender document shall be signed at the lower right-hand corner or wherever required in the tender document by the tenderer or his authorized representatives.
 19. Before submission of tender, the tenderer is advised to visit the site (with prior arrangement with the officer issuing the tender) and inspect the site of work and its environments, and be well acquainted with the actual working and other prevalent conditions and fluctuations thereof, and to quote his rates accordingly after taking all the factors into account.
 20. Water supply at the site of work: The contractor has to make his arrangements for the water required for the work at his own cost.

- 21.** Power supply at the site of work: The Contractor has to make his arrangements for the power required for the work at his own cost.
- 22. Inspection facilities:** The contractors while erecting the sheds, storehouses, and yards as per the clause of the contract, shall also provide space of above 20 sq. meters for the inspecting staff of the company.
- 23.** It shall be deemed that the tenderer has visited the site, whether he does it or not, and has taken all the aforesaid factors into account while quoting his rates and no claim whatsoever shall be entertained on this account at a later.
- 24.** The tenders submitted by the tenderer shall remain valid for acceptance for 180 days from the last date of receipt of bids. The tenderer shall not be entitled during the said period of 180 days, without the consent in writing of the company to revoke or cancel his tender or to vary the tender given or any terms thereof.
- 25.** The acceptance of the tender will rest with the accepting authority who does not bind himself to accept the lowest or any other tender and reserves the right to reject any or all the tenders without assigning any reason whatsoever.
- 26. Rejection of Tender:**
- a) Tenders in which any of the particulars and prescribed information is missing or incomplete in any respect are liable to be rejected.
 - b) Canvassing of any kind is strictly prohibited and the tender submitted by the tenderer who resorts to canvassing is liable to be rejected.
 - c) The tender containing uncalled remarks for any conditions is liable to be rejected.
 - d) No Page of the tender documents shall be removed or altered and the whole set must be submitted after being duly filled in and signed. Failure to comply with these instructions may result in the rejection of their tender.

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

- 27.** The successful tenderer shall be required to execute an agreement in duplicate in the Performa attached with the tender documents as Annexure-1 In the event of failure of the tenderer to sign the agreement within 15 days from the date issue of the notice of acceptance of the tender, the amount of Earnest money shall be forfeited to the company and acceptance of the tender shall be considered as withdrawn.

28. PERFORMANCE GUARANTEE

The successful bidder/contractor shall provide to the ITI LTD total performance security of Five percent [5%] of the Contract price covering initially the period of completion of work plus Defect Liability Period plus 90 days within 15 days after the issue of the Letter of acceptance but before signing the contract, performance security of Five [5%] percent of the Contract price shall be submitted by the successful bidder to ITI. In case the time for

completion of work gets extended, the contractor shall get the validity of the performance Guarantee extended to cover such extended time for completion of work.

- a) Performance security of Five Percent [5%] to be submitted by the successful bidder after the receipt of the letter of acceptance shall be either in the form of a Bank Guarantee or Fixed deposit receipts in the name of ITI from a scheduled commercial bank or demand draft in favour of ITI Limited, payable at Bengaluru.
- b) Failure of the successful bidder to comply with the requirement of delivery of Performance Security as per provisions of the tender clause shall constitute sufficient ground for cancellation of award and forfeiture of the Earnest Money. Such a successful bidder who fails to comply with the above requirements is liable to be debarred from participating in bids under ITI Limited for one year.
- c) For delay in submission of Performance of guarantee more than 15 days from the date of issue of LOA penal interest of 18% per annum to be charged on the amount of performance guarantee.

29. Taxes and Duties: On implementation of GST many of the previously existing taxes have been subsumed in the same. However, taxes, duties, cess royalty, if any remaining in vogue which a bearing on the rates should be considered while submitting the tender. **GST as applicable will be paid Separately. In the event of non-payment/default of any statutory compliances in payment of any tax or any labor dues**, EPF, ESIC, etc., by the contractor or in case of any financial implication on ITI Limited the ITI reserves the right to hold the dues/payment of the contractor and make payment to local/State/Central government authorities or labors as may applicable including penalty thereof.

- a) The Contractor Price is inclusive of all taxes, duties, cess, and statutory levies payable under any laws, Other than Goods and Services Tax (GST) levied by Union and State Governments (CGST, SGST, UTGST, IGST).
- b) In case of a change in the rate of tax or any provision relating levy of tax resulting in an increased burden of tax on the contractor, the contractor shall not be entitled to receive any compensation for such increase in quantum of tax payable by the contractor., however, recovery shall be made from the contractor on account of a decrease in rates of tax.
- c) The contractor must be registered under the goods and services tax (GST) laws, and a copy of the registration certificate shall be submitted to ITI.
- d) Apart from registration as mentioned at c) above, Contractors shall also obtain all other necessary registration required under any other Local / State/Union Government Statute, for the execution of this contract, if any.
- e) Apart from compliances mentioned above, in the event of non-payment/default in payment of taxes and duties and any other statutory compliances, under any other Local/State/Union Government Statute, ITI reserves the right to withhold the dues/payment of contractor and make payment to Local/State/Union Government authorities or Labourers, as may be applicable.
- f) It is clearly understood that the contractor is fully aware of all GST Laws and his liabilities and responsibilities under the said laws including but not restricted to correct HSN/SAC

code, the applicable rate of taxes of GST, or otherwise on which his liability has to be paid and discharged. ITI shall have no liability or responsibility from any penalty or proceedings or any other liability levied or leviable on the contractor because of lower deduction or any other such non-compliance of the Contractor.

- g) Bidders will examine the various provisions of The Central Goods and Services Tax Act, 2017 (CGST)/Integrated Goods and Services Tax Acts, 2017 (IGST)/ Union Territory Goods and Services Tax Act,2017 (UTGST)/ respective states State Goods and Service Tax Act (SGST) also, as notified by Central/State Government and as amended from time to time and applicable taxes before bidding. Bidders will ensure that the full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- h) GST will be released after filling of GST return.

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

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

- a) MSE's which are specified by the Ministry of Micro, Small, and Medium Enterprises under MSED Act.2006 and Public Procurement Policy 2012 as Manufacturing/Services Enterprises should have registered with NSIC/MSME.
- b) Tenderers seeking exemption should enclose a photocopy of valid registration Certificate giving details such as product/Services and Monetary limits failing which they run the risk of their tenders being passed over as ineligible for these concessions.
- c) The items of Product/Services mentioned under NSIC/MSME certificate should be the same or similar to the tendered items/Schedule of items of Tender]
- d) The monetary limit stipulated in the NSIC/MSME certificate of MSE's should be equal or more than the value of works /supply is/are " In hand progress" awarded under MSME benefits during the financial year plus estimated cost of this tender for availing EMD exemption.
- e) If the monetary limit is less than the value of work/Supply " In hand [Progress] awarded under MSME benefits during the financial year plus estimated cost of this tender, they should obtain a "competence Certificate" from participating in this tender as well as avail MSME benefits.
- f) During the bid evaluation, EMD exemption shall be granted to the NSIC/MSME registered firm. In case, the NISC, MSE's registration certificate is found invalid during evaluation the bid of such bidder shall be rejected.
- g) ITI may consider the award of work to MSE's as per the provision of Public Procurement Policy for Micro and Small Enterprises [MSE's] order 2012, with special provision for Public Procurement Policy for Micro and Small enterprises owned by the Scheduled cast or the Scheduled tribe enterprises.

- 31.** Consortium/Joint venture companies shall not be permitted. No single firm shall be permitted to submit two separate applications.
- 32.** If at any stage, any information/documents submitted by the applicant is found to be incorrect, false, or have some discrepancy which disqualified the bidders/firm then, the Company shall take the following action:
- i. Forfeit the entire amount of EMD submitted by the firm.
 - ii. The bidder/Firm shall be liable for debarment from tendering in the Company apart from any other appropriate contractual legal action.

- 33.** The tender award execution and completion of work shall be governed by tender documents consisting of a Letter of award/Letter of work order, Bill of quantities, Special Conditions of Contract, General Conditions of Contract, Specifications, and Drawings. The tenderer shall be deemed to have gone through the various conditions, or any other working conditions/Insurgency which in the opinion of a contractor will affect his price/rates before quoting their rates. No claim whatsoever against the foregoing shall be entertained.

34. SITE VISIT AND COLLECTING OF INFORMATION ON THE SITE:

Before submission of tender, the tenderers are advised to visit the site, and its surroundings to assess and satisfy themselves about the local conditions such as the working and other constraints at the site, approach roads to the site and any other relevant information required by them to execute the complete scope of work. The bidders will have to arrange the above on their own as per their requirements at the sites.

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

35. CLARIFICATIONS AFTER TENDER SUBMISSION:

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

- 36.** The work executed by the contractor/system integrator shall be subject to audit and quality control checks from the Quality Control Division & Technical Audit ITI Ltd, Client, and Inspecting Agency of the Client and Chief Technical Examiner of Central Vigilance

Commission, Govt. of India. In the eventuality of any defect/ substandard works, as brought out in the report or noticed otherwise at any time during execution, maintenance period, etc., the same shall be made good by the contractor without any cost to ITI Ltd. In case the contractor fails to rectify the defect/sub-standard work within the period stipulated by ITI Ltd., ITI Ltd shall get it rectified at the risk and cost of the contractor and shall recover the amount from the dues of the contractor.

37. The General Tender notice shall be deemed to form part of the agreement.
38. The intending tender [s] must read the terms and conditions of the GCC carefully. He should only submit his bid if eligible and in possession of all the documents required.
39. Integrity pact duly signed by the tenderer shall be submitted. Any bid without a signed integrity pact shall be rejected. [Annexure]
40. Bidder has to commence the work simultaneously within 15 days from the issue of the handover of the sites.
41. The contractor has to take up the work as per the priority given by the Engineer in charge of ITI Ltd.
42. **Site and Local conditions:** The sites will be shown to the tenderers by the representatives of the authority inviting tender. However, a tenderer shall finalize the program of his visit to the site with the authority inviting tender for necessary arrangements.
43. **Escalation in Price: No escalation will be paid on account of any increase in price index in the price of material or labour. No price escalation shall be applicable even during an extended period for completing the works.**
44. The work is to be executed for and on behalf of an end user, the need and exigencies of the user shall prevail upon all the covenants and all decisions shall be taken with the knowledge of such user. The project being of national importance, special care and preparation will be expected from the bidder.
45. It is up to the discretion of ITIL to provide the sites mentioned in the scope of work as per the feasibility of the sites. No claim in this regard will be entertained.
46. It is also up to the discretion of ITIL to reduce the scope of work without assigning any reason to the successful bidder. No claim in this regard will be entertained.
47. Successful Bidder has to get Security clearance in advance [1 Month] for their manpower/labours/engineers, for entry to the sites. The Credential of the persons in the prescribed format is to be submitted for clearance along with police verification. Format will be issued to successful bidder before issuance of the work order.
48. **CONFIDENTIALITY:** Information relating to the evaluation of tenderers and recommendations concerning awards shall not be disclosed to the bidders who submitted the tender or to other persons not officially concerned with the process until the publication

of the award of the contract. This undue use by any bidder of confidential information related to the process may result in the rejection of its tender and may be debarred from participating.

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

SECTION -III
INSTRUCTIONS FOR ONLINE BID SUBMISSION

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

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

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

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

1.0 BID OPENING AND EVALUATION:

1.1 Opening of bids by the ITIL:

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

The TOC shall as certain that The bidders who has not made payment of bid cost and EMD online then the Physical Envelopes of Bid Security and Bid cost should be submitted to GM (ASCON) ITI Ltd at BC office before tender submission time to meet the preliminary requirement of eligibility otherwise their bids shall not be opened/downloaded from the E-tender portal.

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

2. CLARIFICATION OF BIDS BY THE ITIL:

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

3. VERIFICATION OF BIDS BY THE ITIL:

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

4. PRELIMINARY EVALUATION:

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

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

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

Signature of the Contractor
Dated

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

SECTION –IV

Brief on Scope of Work

IT-related work is a specialized work that comprises of components of IT works like Access control systems, video surveillance systems, physical intrusion and detection systems, fire detection and suppression systems etc.

Bidders are advised to consult the OEMs of the product to get the complete solution and detailed items involved (like: Access Control, Surveillance Cameras, nozzles, data switches, cables, gas cylinders, environmental sensors, servers, computers etc.) to provide the solution. Bidder has to provide details BOQ (all items involved) along with the drawing before starting of the work. Drawing should reflect the complete IT solution as per BOQ.

In Group-1, there are approximately seven zones, and in Group-2, there are three zones. The contractor is responsible for delivering a turnkey solution, including all required hardware and software (e.g., servers, access control systems, PCs, etc.) for all zones. The corresponding cost will be borne by the contractor. Contractors are advised to quote accordingly, as no claims will be entertained in this regard.

Additionally, the Group-1 contractor must provide all necessary hardware and software (e.g., servers, access control systems, PCs, etc.) at the NOC (Network Operating Centre) and will be responsible for network integration across all sites, including both Group-1 and Group-2 at NOC level. The corresponding cost will also be borne by the contractor. Contractors are advised to quote accordingly, as no claims will be entertained in this regard.

A. FOR NEW BUILDING (RCC & LGSF):-

a) **Electronic Security.**

Complete electronic security and surveillance systems will be provided at all sites. The priority of sites will be given by the user/ITIL. All the systems as mentioned below will be provided at all sites. The bidder will submit the overall plan along with technical details, a detailed bill of quantity, required certification, country of origin certification as per ITIL format and a datasheet of the proposed system before the commencement of work at the site. The following requirements are, however, inescapable: -

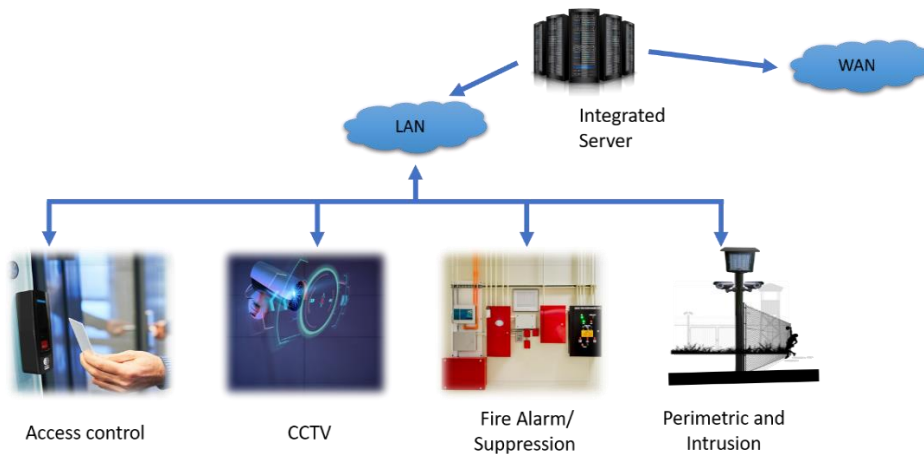
- i. **Access Control Systems.** These systems will provide limited access to authorized personnel only for entry in restricted areas of the node.
- ii. **Fire Detection and Suppression Systems.** These systems will activate both visual and aural alarms and automatically activate appropriate extinguishing systems in the locality of the fire. All the execution will follow the National Building Code of India 2005 standards for fire prevention and fire-resistant ducts for cabling, ducts etc.
- iii. **Physical Intrusion Detection and Prevention Systems.** These systems shall automatically detect intrusion by any unauthorized means i.e. breaching of a wall

or fence or intruder access through a window. The system will also cater for limited intrusion prevention.

- iv. **Remote Video Surveillance.** This system shall provide zone-wise networked video surveillance of adjoining areas of each node using close-circuit television cameras (CCTV). The area around any specific node shall be clearly visible on a screen/monitor from any other node. The video surveillance in nodes must be available at NOC for monitoring.

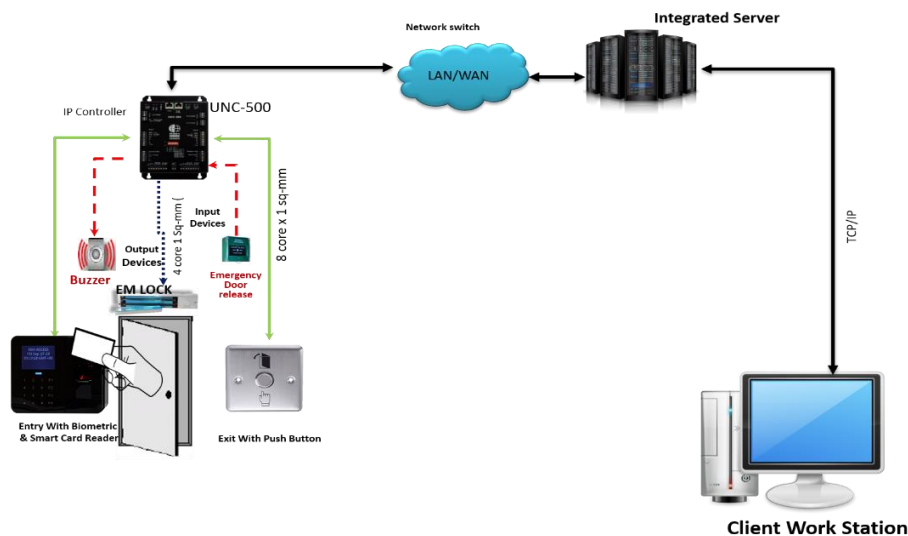
Below is the integrated security system for nodes/Sites. Every node will require following security systems.

- Access Control System.
- Video Surveillance System
- Physical Intrusion and Detection System
- Fire detection and suppression System.



Security systems are to be monitored from zonal and central locations. Philosophy of design and integration.

Access Control System

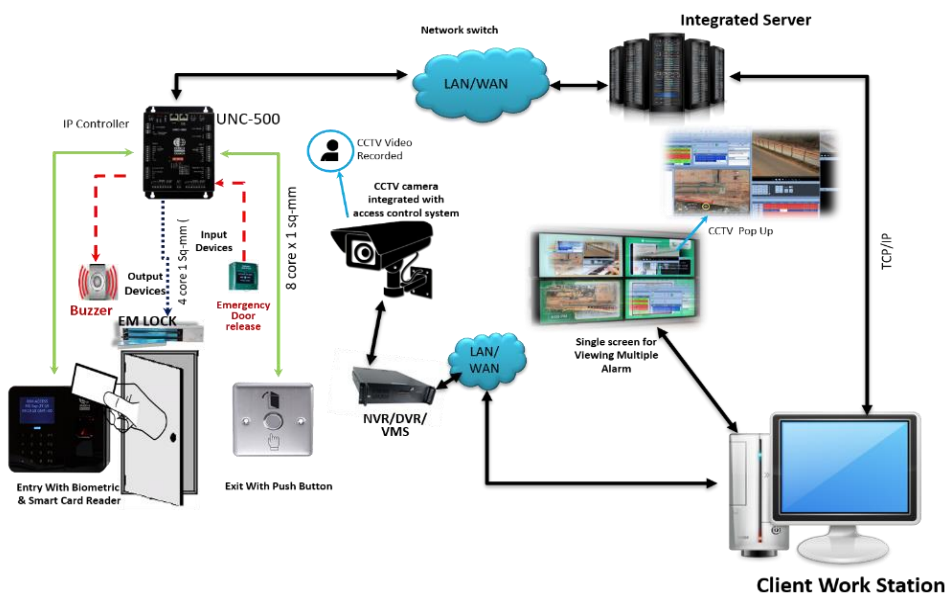


All nodes/Sites will have secured entry and exit via biometrics, card and PIN. We can choose any combination for entry Finger only, card only, card+ Finger, Card+ Finger+ PIN. All combinations can be programmed specific to the person being given access rights. Access rights and fingerprint enrolment can be done from a specific node or zonal office as per the requirement. 5 doors- with biometrics and lock.

All biometrics will have separate door controller unit. This door controller unit will be installed at safe location so that even if biometrics is damaged or switched off door is secured.

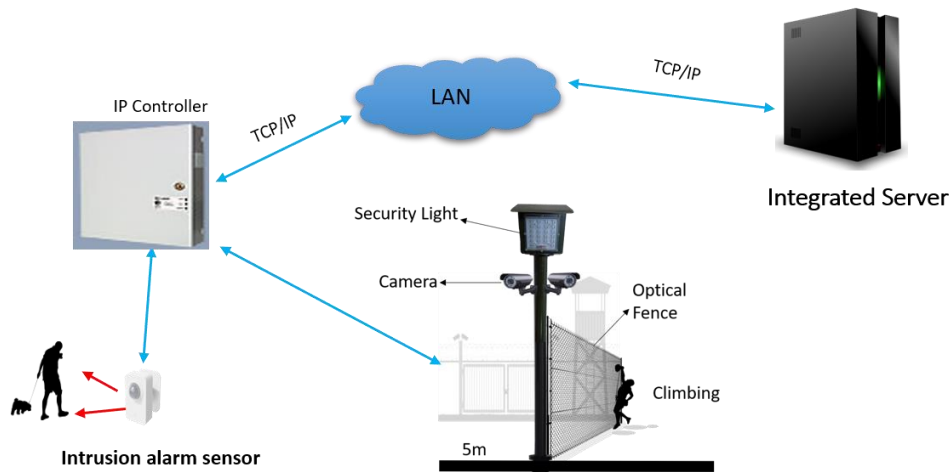
Access Controllers will be integrating all other systems for monitoring any alarms in a node to zonal and central level at NOC.

Video Surveillance system



There will be a CCTV integrated into alarm points of any system enabling POP up of camera system in central software in case of alarm. There should be a provision to connect more than one camera to a single alarm point as many times alarm point cannot be covered by a single camera view.

In case of any alarm from any subsystems hooter is activated and the CCTV camera view is POP up in the server and zonal office as well. Up to 3-4 camera POP up in case of any alarm should be possible.

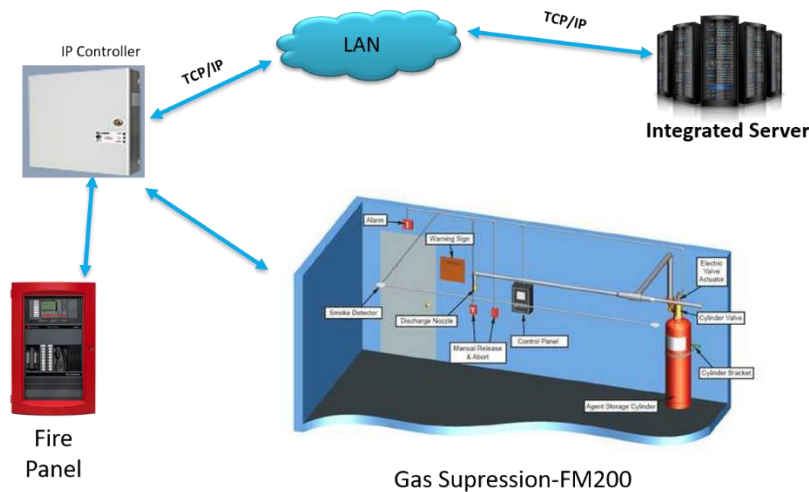


Intrusion alarm system having PIR sensors in equipment room and one more in any critical area where user wants to monitor any movement in any critical areas. Alarm will be raised based on Integrated with centralised alarm management system.

Beam detector will be installed covering all four-perimeter length divided in four zones, in case of any alarm from any of perimeter zone all four perimeter cameras will show a POP UP in server at node or zonal/Central location as desired.

130 DB hooter and a alarm panel with keypad. This alarm panel will be integrated with Security command and control centre to do all alarm monitoring.

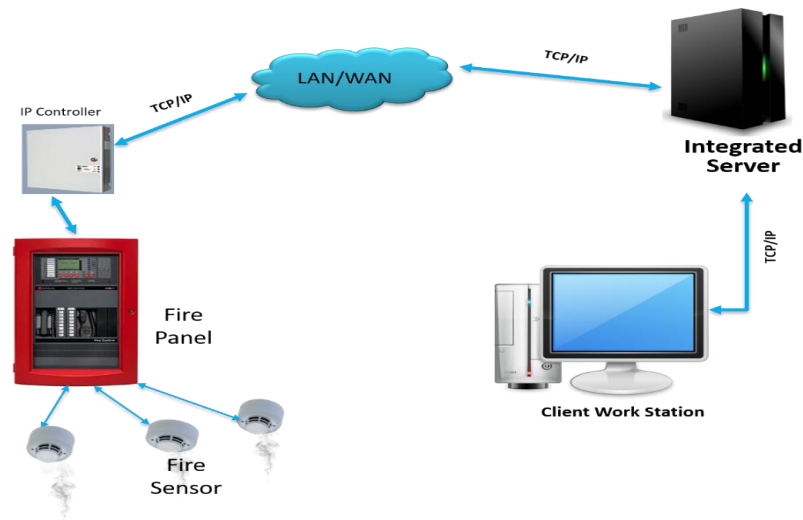
Fire Suppression System



FM200 based gas suppression system is required for Equipment room as equipment room has all critical communications systems installed. In case there is a simultaneous alarm from fire alarm system and fire detection sensor of suppression system FM200 gas is released and will put off the fire if in equipment control room.

FM200 system is designed to same critical electronics systems in case of fire. CCTV of equipment room is integrated with suppression system alarm and in case of alarm CCTV pop up of the equipment room is shown for live view.

FAS



Following type of fire detectors are installed in node premises. Fire alarm system integrated with

- Smoke detectors
- Heat detectors
- Multi criteria.

In case of detection of fire by fire alarm system access control doors should be able to be programmed in fail safe or fail secured mode as desired by node officer.

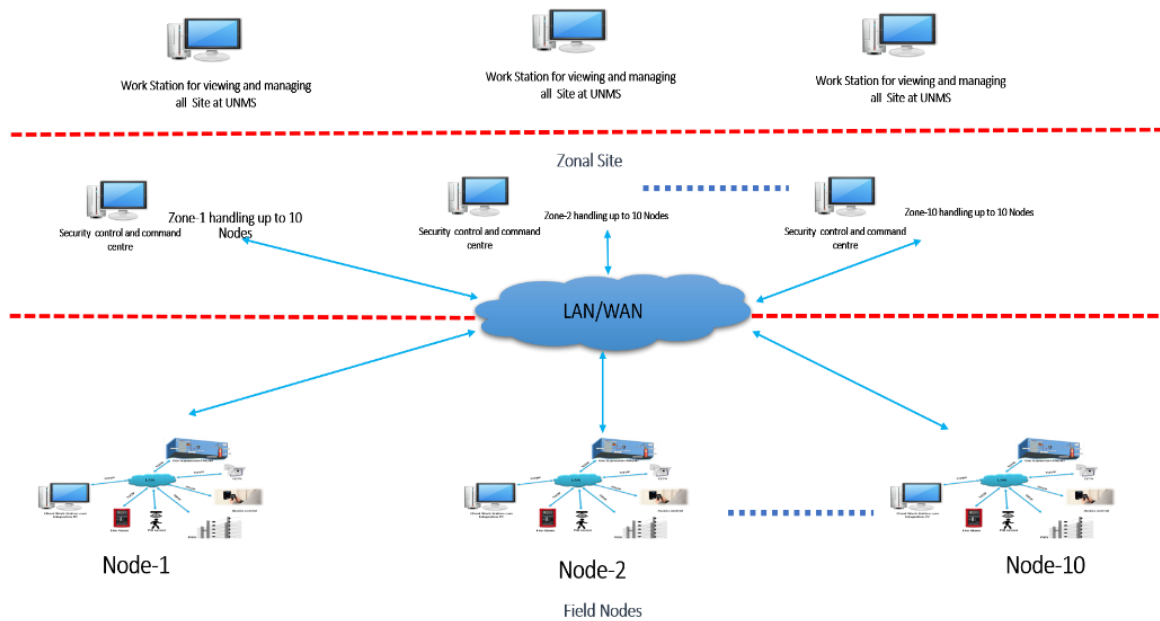
CCTV pop up is there in central software in case of fire.

1. Centralized software to connect to all security devices manage CCTV cameras and give local, zonal and central control and view of system. Enterprise class architecture with PTR (Proven Track Record) of handling critical security infrastructure.
2. System should have end to end encryption AES256 bits.
3. System should be monitoring all cables connected and alarm raised in case any cable is cut or short or any controller is not functional or damaged.
4. System should be operational in 100% design mode even in case server fails or connection to server fails.
5. Controllers to be cyber secured from external cyber-attacks.
6. Certifications UL294B version 6 and level 1 or more for access control system, UL1076 for alarm management, ULCS319 for hardware and software. CE, FCC Class A, BIS, EN 50131.
7. IP network of security system have to sink with network addressing of ASCON WAN.

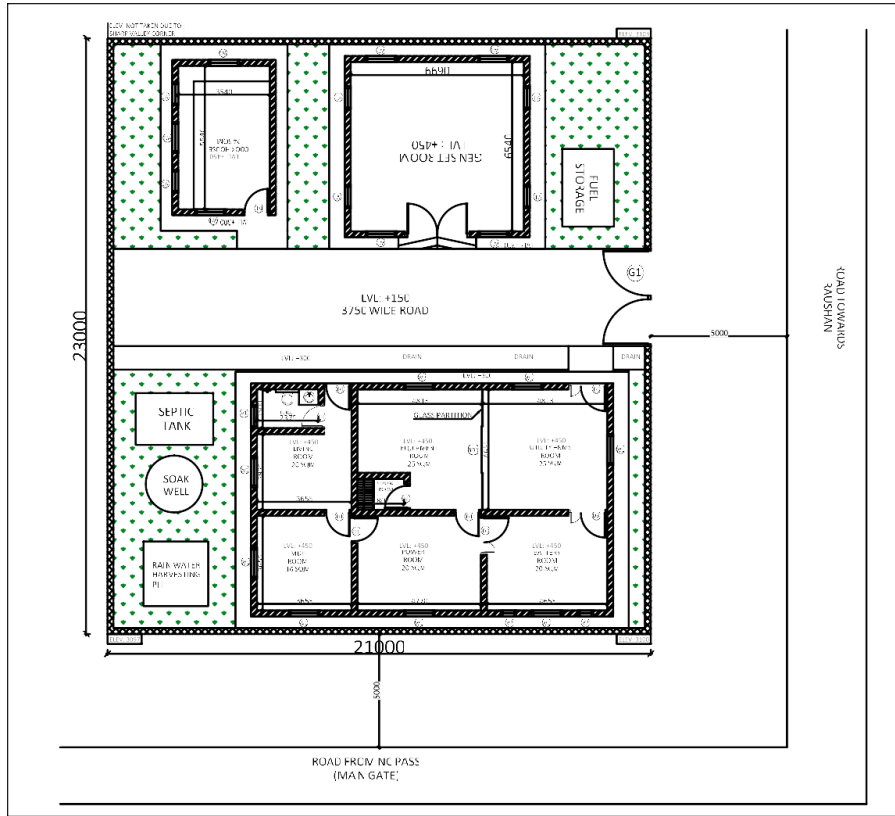
- 8. Provision for connection of the controller/PC to the network server shall be made by the bidder. For this purpose bidder has to provide connectivity upto router available in the same room.
- 9. Bidders are advised to consult the OEMs of the product to get the complete solution for integration with central server/software to get clear visuals of the all the sites in that group.
- 10. **Vendor has to give undertaking in regard of the 'Country of the Concern' specifically non- Chinese, NON-MALICIOUS CODE, the Information Technology Act 2000. (Refer Annexure-15)**

Note: Make & Model will be on the sole discretion of ITI Limited and same will be decided with prior approval of end user. No Material will be used without approval of ITI. As per site condition/location, ITI reserve the right to change the make & model specified in above table, no claim will be entertained on account of any make & model change.

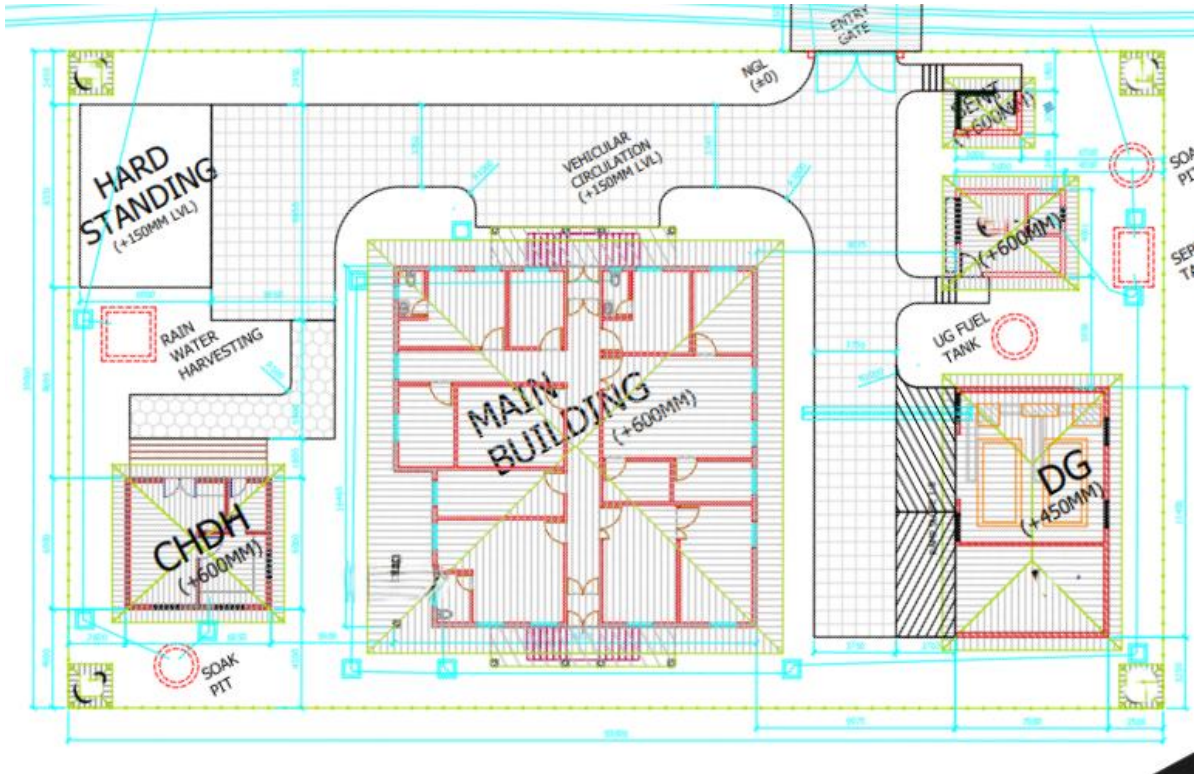
ASCON network architecture layout of Integrated Security and safety system.



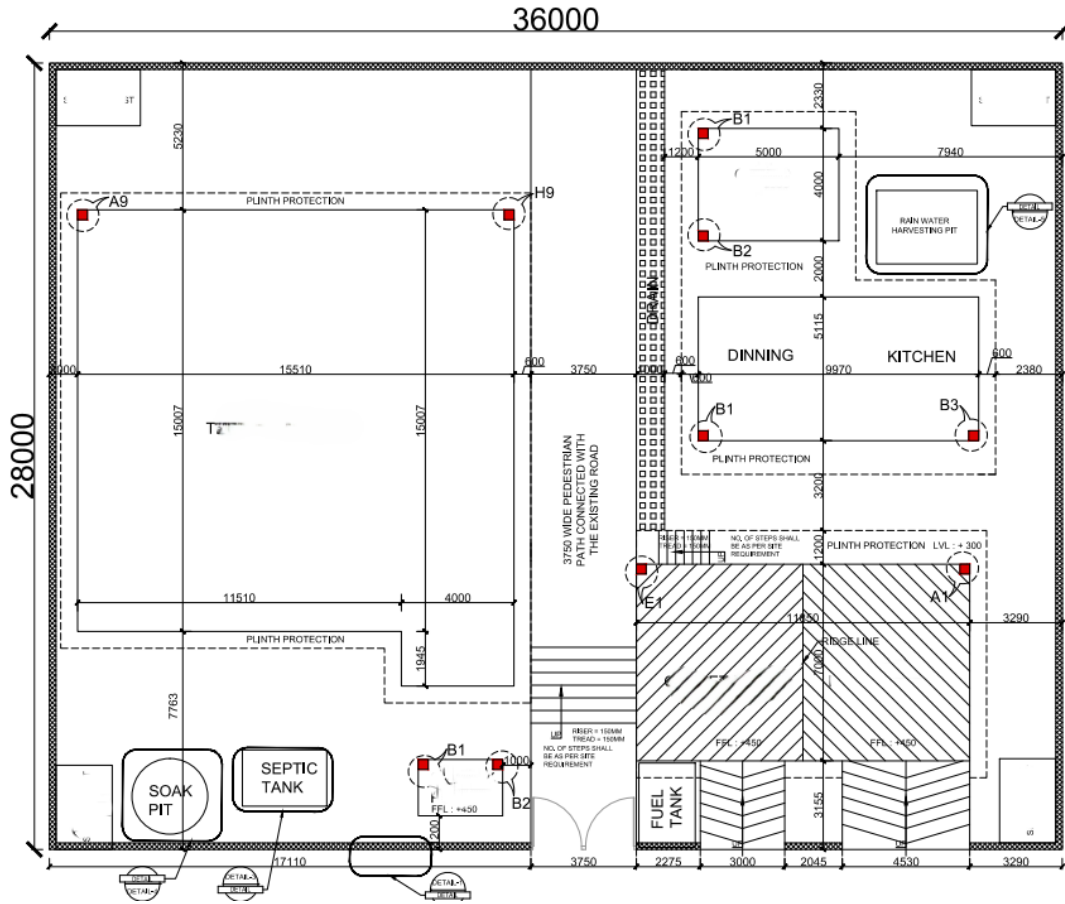
TYPICAL LAYOUTS OF TYPE OF NODE/SITE



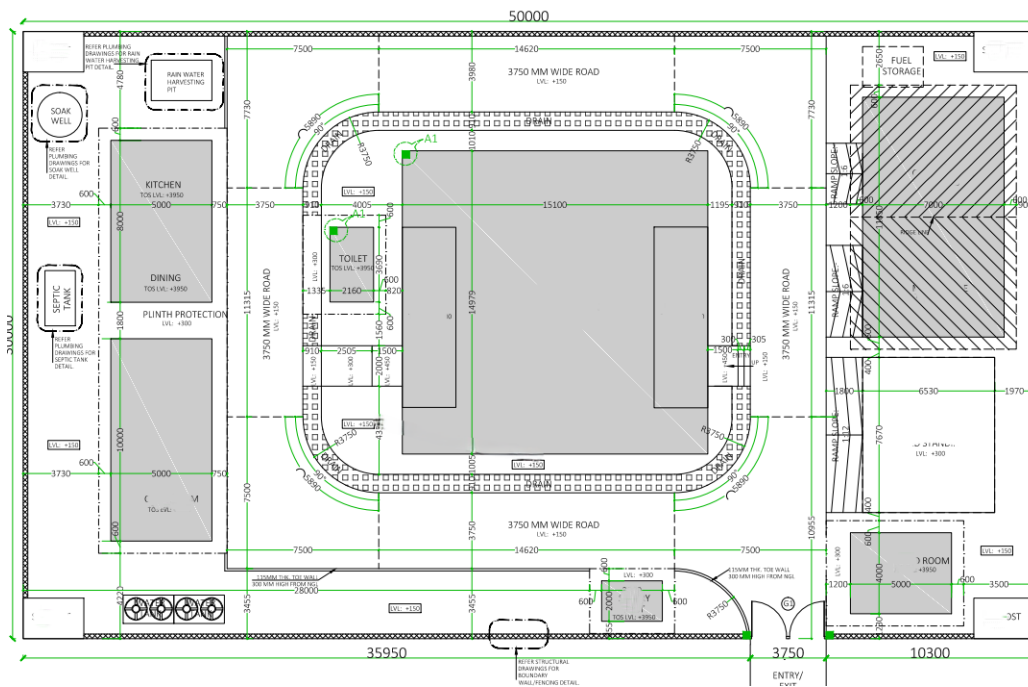
Layout -1



Layout -2



Layout-3



Layout-4

B. FOR UPGRADATION SITES:

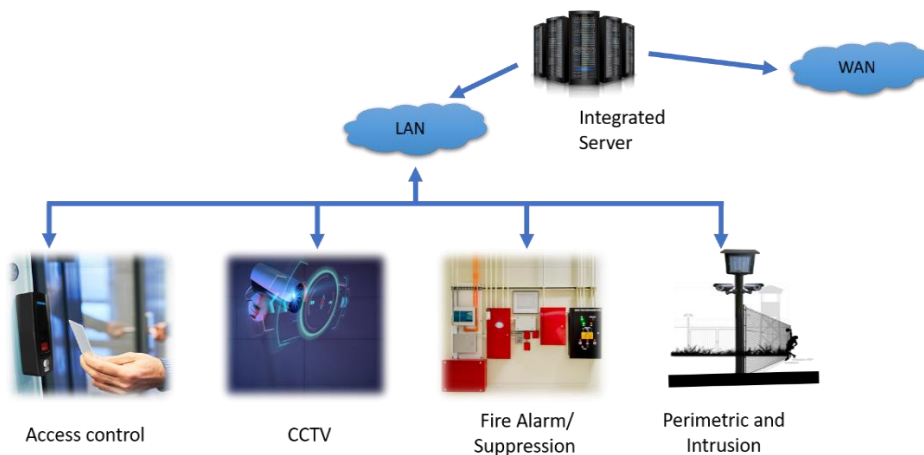
a) **Electronic Security.**

Complete electronic security will be provided at all sites. The priority of sites will be given by the user/ITIL. All the systems as mentioned below will be provided at all sites. The bidder will submit the overall plan along with technical details, a detailed bill of quantity, required certification, country of origin certification as per ITIL format and a datasheet of the proposed system before the commencement of work at the site. The following requirements are, however, inescapable: -

- v. **Access Control Systems.** These systems will provide limited access to authorized personnel only for entry in restricted areas of the node.
- vi. **Fire Detection and Suppression Systems.** These systems will activate both visual and aural alarms and automatically activate appropriate extinguishing systems in the locality of the fire. All the execution will follow the National Building Code of India 2005 standards for fire prevention and fire-resistant ducts for cabling, ducts etc.
- vii. **Physical Intrusion Detection and Prevention Systems.** These systems shall automatically detect intrusion by any unauthorized means i.e. breaching of a wall or fence or intruder access through a window. The system will also cater for limited intrusion prevention.

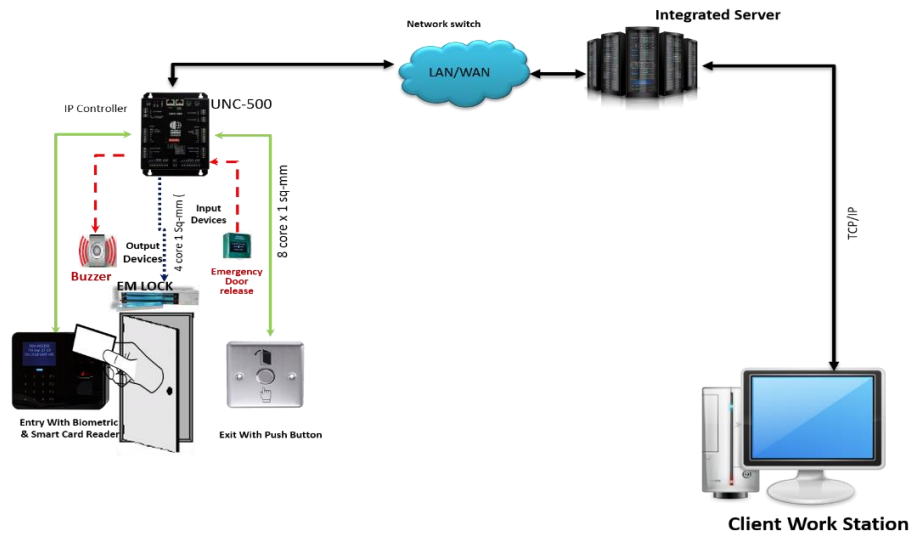
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Access Control System

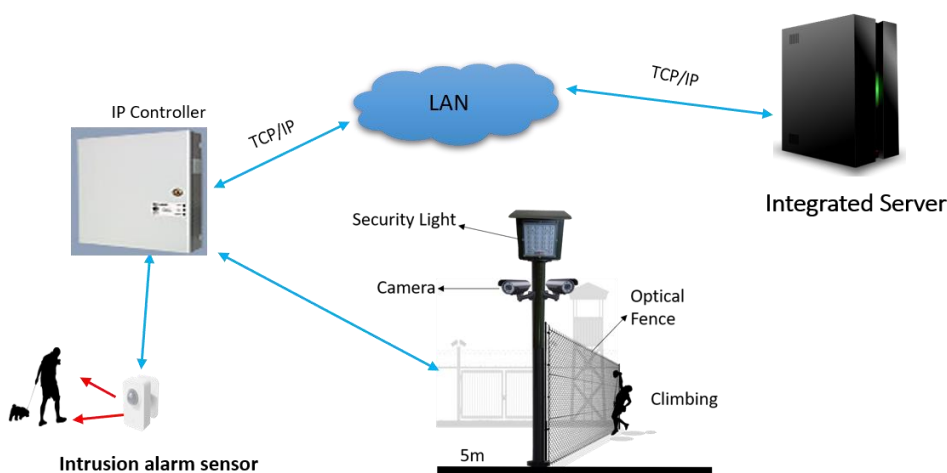


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Physical Intrusion Detection and Prevention System

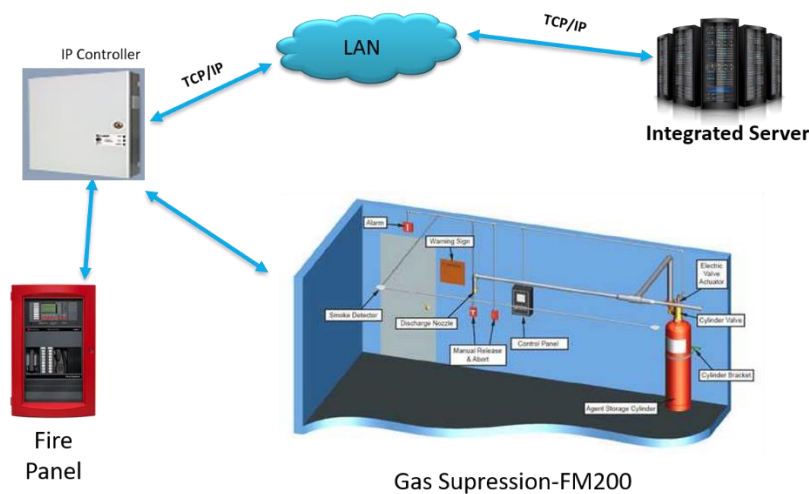


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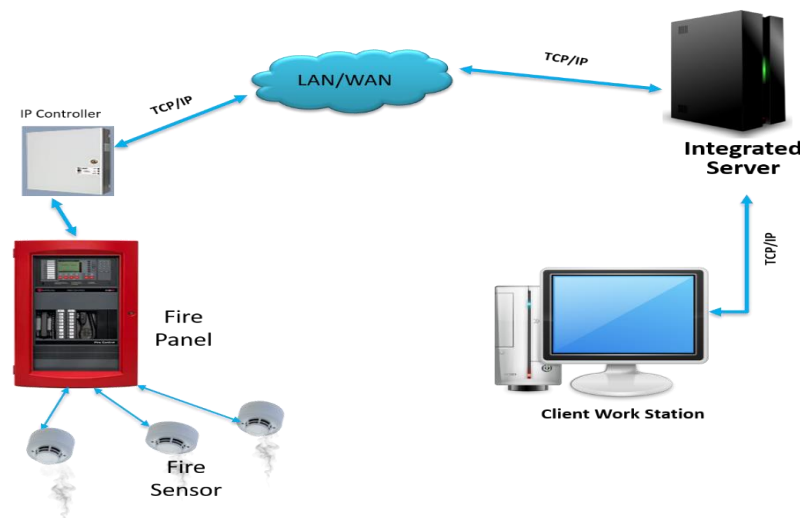
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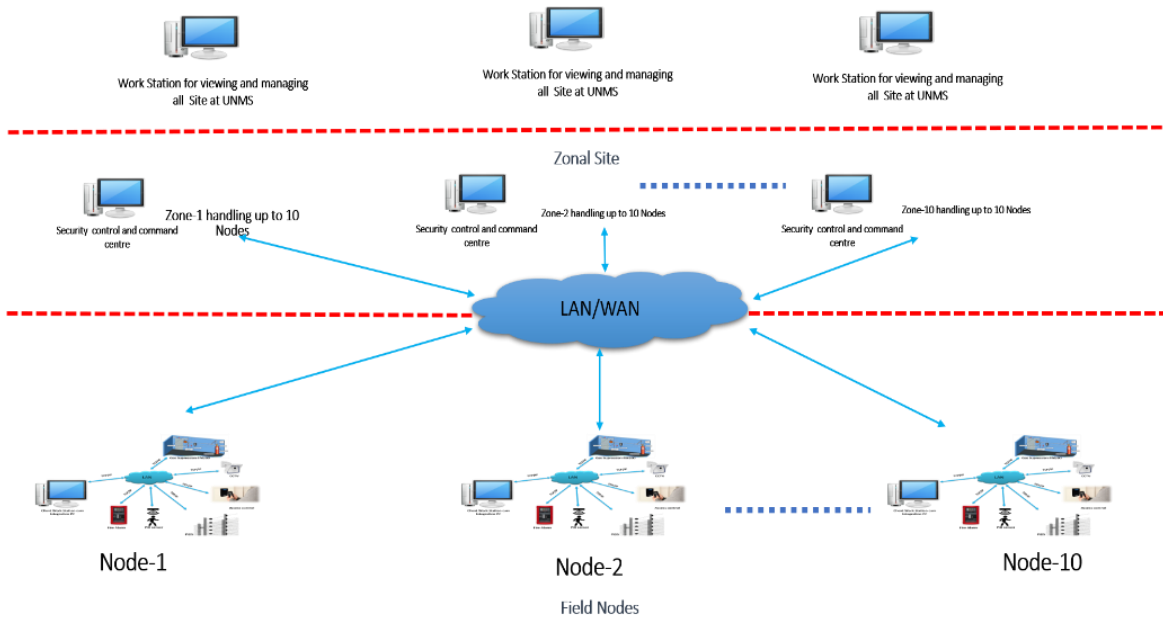
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ASCON network architecture layout of Integrated Security and safety system.



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

SECTION -V GENERAL CONDITIONS OF CONTRACTS

1.0 PERFORMANCE GUARANTEE AND SECURITY DEPOSITS: Security deposit will be 10% of the contract value. The performance guarantee submitted by the contractor will be 5% of the contract value, balance 5% will be recovered from the running account bills.

1.1 THE EARNEST MONEY, PERFORMANCE GUARANTEE AND SECURITY DEPOSITS:

- a. Earnest Money Deposit (EMD) as per Tender.
- b. The bid will be rejected by ITI Ltd. as non-responsive and shall not be considered in case EMD is not received.
- c. The EMD of bidders other than L-1 will be returned within 15 days on their request after issuance of LOA to the successful bidder.
- d. The successful bidder will have to submit a 5% Bank Guarantee as Performance guarantee which shall be submitted within 15 days of issue of Letter of Intent.
- e. **Bank Guarantee may be forfeited:**
 - i. The bidder withdraws the bid after bid opening during the period of validity.
 - ii. Any unilateral revision in the offer made by the tenderer during the validity of the offer.
 - iii. Non acceptance of LOA if and when placed.
 - iv. In the case of a successful bidder, if the bidder fails to sign the Agreement within the 15 days from the date of issue of LOA or fails to commence the work within the stipulated time period prescribed in the contract.
- f. **PERFORMANCE GUARANTEE:** The successful bidder/contractor shall provide to the employer a total performance security of five percent [5%] of the Contract price covering initially the time period of completion of work plus Defect Liability Period plus 90 days within 15 days after issue of Letter of acceptance but before signing the contract.

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

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

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

REFUND OF PERFORMANCE GUARANTEE AMOUNT: Further, the contractor has to furnish No Claim Certificate to ITI at the time of claiming refund of performance guarantee amount after completion of defects liability period of **24-months**.

1.2 INTEREST ON ACCOUNTS:

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

2.0 TIME LIMITATION:

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

2.2 EXTENSION OF TIME ON COMPANY ACCOUNT:

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

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

LD shall be as per ITI Clauses (@ 1% of order value per week or part thereof subject to a maximum of 10% of the undelivered portion/ the order value (if the item(s) cannot be used unless full supply is made) or to cancel the order and purchase the materials from alternative source at the risk and cost of the contractor) OR as per the end customer work order/tender clause whichever is higher.

The timelines for completing the work shall be as defined in the work order released to the successful bidder and any delay shall trigger LD clause as mentioned above.

Delay attributed to **Force Majeure** or enhancement in the scope of work by the way of modification or delay on the part of ITI in the clearing the site, furnishing of clarification, Supply of ITI materials etc. shall not attract LD.

3.0 ILLEGAL GRATIFICATION:

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

4.0 EVERYTHING AT CONTRACTOR'S RISK:

4.1 INSURANCE OF WORK:

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

5.0 NO VISITOR OR PHOTOGRAPHER:

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

6.0 EXECUTION of WORKS:

6.1 CONTRACTOR'S UNDERSTANDING:

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

6.1.2 COMMENCEMENT OF WORKS:

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

6.1.3 TIME AND PROGRESS CHART:

- a. A detailed time and progress chart for the execution of various items of work within the overall period of completion shall be prepared jointly by the Engineer and the contractor, signed by both the parties and shall adhered to.
- b. Time allowed for carrying out all the works as entered in the tender shall be as mentioned in the BOQ which shall be reckoned from the 15th day from date of issue of work order to the Contractor. Time shall be the essence of the contract and contractor shall ensure the completion of the entire work within the stipulated time of completion.
- c. The Contractor shall also furnish within 15 days of date of issue of work order a CPM network/PERT chart /Bar chart for completion of work within the stipulated time. This will be duly got approved from ITI Ltd. This approved network /PERT chart shall form a part of the agreement. Achievement of milestones as well as total completion has to be within the time period allowed.
- d. Contractor shall mobilize and employ sufficient resources for completion of all the works as indicated in the BAR Chart/PERT Chart. No additional payment will be made to the contractor for any multiple shift work or other incentives methods contemplated by him in his work schedule even though the time schedule is approved by the Engineer – in –charge.
- e. During the currency of the work the contractor is expected to adhere to the time schedule on mile stone and total completion and this adherence will be part of Contractors performance under the contract. During the execution of the work contractor is expected to participate in the review and updating of the Network/BAR Chart undertaken by the ITI Ltd. These review may be undertaken at the discretion of Engineer in charge either as a periodical appraisal measure or when the quantum of work order on the contractor is substantially changed through deviation order or amendments. The review shall be held at site or any of the office of ITI/Consultant at the sole discretion of ITI Ltd. The contractor will adhere to the revised schedule thereafter. The approval to the revised schedule resulting in a completion date beyond the stipulated date of completion shall not automatically amount to grant extension of time to the contractor.
- f. The contractor shall submit [as directed by the Engineer – in –charge] progress reports on a computer based program [Program and software to be approved by Engineer in charge] highlighting status of various activities and physical completion of work. The Contractor shall send completion report with as build drawings to the office of Engineer in charge of ITI in writing within a period of 30 days of completion of work.
The photographs of the project taken on last day of every month indicating progress of work [in soft copies] shall be attached along with the physical progress reports to be submitted to Engineer in charge.

6.1.4 IF THE WORK(S) BE DELAYED BY

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

6.2 COMPLIANCE TO ENGINEER'S INSTRUCTIONS:

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

6.2.2 ALTERATIONS TO BE AUTHORIZED:

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

6.2.3 SEPARATE CONTRACTS IN CONNECTION WITH THE WORKS:

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

6.3 INSTRUCTION OF ENGINEER'S REPRESENTATIVE:

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

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

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

6.4 ADHERENCE TO SPECIFICATIONS AND DRAWINGS:

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

6.4.2 COMPLIANCE WITH CONTRACTORS AND REQUEST FOR DETAILS:

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

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

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

6.7 SHEDS, STORE HOUSE AND YARDS:

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

The contractor shall keep at each of such sheds, store houses and yards a sufficient quantity of materials in stock as not to delay the carrying out of the works with the due expedition and the Engineer and Engineer's representative shall have the free access to the sheds, store house or yards at any time for the purpose of inspecting the stock of materials so kept in hand and any materials or plant which the Engineer may object to shall not be brought upon or used in the works, but shall be forthwith removed from the sheds, store house or yards by the contractor.

6.8 FACILITIES FOR INSPECTION:

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

6.9 EXAMINATION OF WORK BEFORE COVERING UP:

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

6.10 CONTRACTOR TO SUPPLY WATER & POWER FOR WORKS:

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

6.11 PRECAUTIONS:

6.11.1 PRECAUTIONS DURING PROGRESS OF WORKS:

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

6.11.2 ROADS AND WATER COURSES:

Existing roads or water courses or pipe, electrical lines and conduits shall not be blocked, cut through altered, diverted or obstructed in any way by the contractor, except with the permission of the Engineer in writing. All compensation claimed for any unauthorized closure, cutting through, alteration, diversion or obstructions to such roads or water courses

etc., by the contractor or his agent or his staff shall be recoverable from the contractor by deduction from any sums which may become due to him in terms of the contract, or otherwise according to law.

6.12 SUSPENSION OF WORKS:

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

6.12.1.1 If such suspension is provided for in the contract

OR

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

OR

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

6.12.2 SUSPENSION LASTING MORE THAN THREE MONTHS:

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

6.13 DEMURRAGE AND WHARF AGE DUES:

Demurrage charges calculated in accordance with the scales in the force for the time being of the company and incurred by the contractor failing to load or unload any goods or materials within the time allowed by the railways for loading or unloading as also wharf age charges on materials not removed in time as also charges due on consignments booked by

or to him shall be paid by the contractor, failing which such charges shall be deducted from any sums which may become due to him in terms of contract.

6.14 HANDING OVER OF WORKS:

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

6.15 CLEARANCE OF SITE ON COMPLETION:

On the completion of the works the contractor shall clear away and remove from the site of every kind and leave the whole of the site and works clean to the satisfaction of the Engineer.

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

6.16 POSSESSION PRIOR TO COMPLETION

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

When the whole of the works or the items or the groups of items of work for which separate periods of completion have been specified have been completed the contractor will give a notice to that effect to the Engineer-in-Charge in writing. The Engineer in-Charge shall within 7 days of the date of receipt of such notice inspect the works and either the Engineer-in-Charge issues to the contractor a completion certificate stating the date on which in his opinion the works were completed in accordance with the contract or gives instructions in writing to the contractor specifying the balance items of work which are required to be done

by the contractor before completion certificate could be issued. The Engineer-in-Charge shall also notify the contractor of any defect in the works affecting completion.

7.0 VARIATION IN EXTENT OF CONTRACT:

7.1 MODIFICATIONS TO THE CONTRACT TO BE IN WRITING:

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

7.2 POWER OF MODIFICATIONS TO CONTRACT:

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

8.0 SIGNING OF 'NO-CLAIMS' CERTIFICATE:

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

9.0 MEASUREMENT CERTIFICATES AND PAYMENTS:

9.1 MAINTENANCE WORKS: [Defects liability period]

The Contractor shall at all time during the progress and continuous of the works and for the period of Maintenance [Defects Liability period] which will **be 24 months** after the date of the passing of "Certificate of completion" by the Engineer or any other earlier date subsequent to the completion of the works that may be fixed by the Engineer be responsible for and effectually maintain and uphold the sound and perfect conditions all and every part of the works and shall make good from time to time and at all times as often as the engineer shall require any damage or defect that may during the above period arise in or be discovered or be in any way connected with the works, provided that such damage or defects not directly caused by errors in the contracts documents, and the contractor shall be liable for and shall pay and make good to the company or other persons legally entitle

thereto whenever required by the engineer to do so, all losses damages costs and expenses they or any of them may occur or be put off the preparations of the contractor or his failure in any respect.

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

9.2 CERTIFICATE OF COMPLETION OF WORK:

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

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

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

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

9.4 SIGNATURE ON RECEIPTS FOR AMOUNTS:

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

10.0 LABOUR

10.1 INSURANCE:

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

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

10.2 REPORTING OF ACCIDENTS TO LABOUR:

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

10.3 WORKMEN'S COMPENSATION:

10.3.1 PROVISION OF WORKMEN'S COMPENSATION ACT:

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

10.3.2 PROVISIONS OF MINES ACT:

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

10.4 COMPANY NOT TO PROVIDE QUARTERS FOR CONTRACTOR:

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

10.5 LABOUR SAFTY:

10.5.1 LABOUR CAMP:

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

concessions or permits of any kind to the third parties establishing commercial amusement or other for establishment upon land owned or controlled by the Company.

10.5.2 TREATMENT OF CONTRACTOR'S STAFF IN COMPANY'S HOSPITALS:

The contractor and his staff, other than labourers and their families requiring medical aid from company's hospitals and dispensaries (if so situated and existing) will be treated as Private Patients and charge accordingly. The contractor's labourers and their families may also be granted medical treatment in the company hospital and dispensaries where no other hospitals or dispensaries are available, provided the contractor pays the cost of medicines, dressings and diet according to the normal scale, as also additional charges if any for special examination e.g. X-rays etc.

10.5.3 MEDICAL FACILITIES AT SITE:

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

11 DETERMINATION of CONTRACT:

11.1 RIGHT OF COMPANY TO DETERMINE THE CONTRACT:

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

11.2 DETERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACT:

If the contractor should –

11.2.1.1 Become bankrupt or insolvent

Or

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

Or

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

Or

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

Or

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

Or

11.2.1.6 Abandon the contract

Or

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

Or

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

Or

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

Or

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

Or

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

Or

11.2.1.12 Promise offer or give any bribe, Commission, Gift or advantage either himself or through his partner, agent or servant to any officer or employee of the company, or to any person on his or in their behalf in relation to the execution of this or any other contract with company. Then and in any of the aforesaid cases, the Engineer on behalf of the company may serve the contractor with a notice in writing to that effect and if the contractor does not within 7 days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid to the entire satisfaction of the Engineer, the company shall be entitled after giving 42-hour notice in writing under the hand of the accepting authority to rescind the contract as a whole or in a part or parts(as may be specified in such notice) and adopt either or both of the following courses.

a) To carryout whole or part of the work from which the contractor has been removed by the employment of the required labour and materials, the costs of which shall include lead, lift, freight, supervision and all such incidental charges.

b) To Measure up the whole or part of the work from which the contractor has been removed and to get it completed by another contractor.

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

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

AND

ii. To recover from the contractor the cost of carrying out the work in excess of the sum which would have been payable according to the certificates of the Engineer to the contractors, if the works had been carried out by the contractor under the terms of the contract, such certificate being final and binding upon the contractor, provided however, such recovery shall be made only when the cost incurred in excess is more than the security deposit proposed to be forfeited and shall be limited to the amount by which the cost incurred in excess is more than the security deposit proposed to

be forfeited and shall be limited to the amount by which the cost incurred in excess, exceeds the security deposits proposed to be forfeited. The amount thus to be forfeited or recovered may be deducted from any moneys then due or which at any time thereafter may become due to the contractor by the Company under this or any other contractor or otherwise.

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

11.2.2 RIGHT OF COMPANY AFTER RESCISSION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR.

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

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

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

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

11.2.3 TERMINATION OF CONTRACT FOR DEATH:

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

12 FORCE MAJEURE:

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

13 SETTLEMENT OF DISPUTES:

13.1 MATTERS FINALLY DETERMINED BY THE COMPANY

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

13.2 DEMAND FOR ARBITRATION:

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

13.2.2 OBLIGATION DURING PENDENCY OF ARBITRATION:

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

13.2.3 ARBITRATION:

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

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

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

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

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

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

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

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

Accepting Authority

Dated

---- END OF SECTION –V -----

SECTION –VI
ANNEXURES

Sl. Nos.	ANNEXURES	Descriptions
1	ANNEXURE - 1	Performa of Agreement
2	ANNEXURE - 2	Non-Disclosure of Agreement with Appendix-A
3	ANNEXURE - 3	Pre-Contract Integrity Pact
4	ANNEXURE - 4	Performa of Bank guarantee in lieu of EMD
5	ANNEXURE - 5	Declaration of Tenderer
6	ANNEXURE - 6	Performa of work completion certificate from clients,
7	ANNEXURE - 7	Turnover from last three years
8	ANNEXURE - 8	Organization set up
9	ANNEXURE - 9	Details of work completed in last Seven years
10	ANNEXURE - 10	Details of ongoing works
11	ANNEXURE – 11	Performa of Bank guarantee for Performance Guarantee.
12	ANNEXURE – 12	Accepting terms and condition
13	ANNEXURE – 13	Affidavit connecting to submission of documents
14	ANNEXURE - 14	Format of Solvency certificate.
15	ANNEXURE - 15	Undertaking Formats

ANNEXURE- 1

Proforma of Agreement

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

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

Now, this AGREEMENT witnesseth as follows :

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

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

2. In consideration of the premises the COMPANY covenants with the CONTRACTORS that
it will pay to the CONTRACTORS at the several times and in the sums, proportions and
manner in the said general conditions, special conditions in that behalf provided the amount
accruing from time to time, but subject to conditions therein contained.

3. This agreement further witnesseth that the CONTRACTORS hereby covenant with the
COMPANY that in the event of the non-fulfilment in any respect by the CONTRACTORS of
the said covenants, terms, agreements, obligations will pay to the COMPANY all loss,

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

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

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

For ITI LIMITED,

For PROPRIETOR.....

Witnesses:

Witness

1.

1.

2.

2.

Place:

Date:

ANNEXURE- 2

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

NON-DISCLOSURE AGREEMENT

This Agreement is made on _____ day of _____ 2025 between ITI LIMITED, NETWORK SYSTEMS UNIT a Government of India Enterprise, having its registered and corporate office at ITI BHAVAN, DOORAVANINAGAR, BENGALURU – 560 016. hereinafter called ITI LIMITED which expression shall unless repugnant to the subject or the context mean and include its successor, nominees or assigns and M/s _____ a company incorporated under the Indian Companies act, 1956, and having its registered office at _____ herein after called “Bidder” which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

Whereas a Tender was floated by ITI LIMITED for **Supply, Installation, testing and commissioning of Access control systems, Video surveillance systems, Physical intrusion detection and Prevention systems, Fire detection and Suppression systems, etc.,** and M/s _____ is one of the Bidders. The Bidder will be issued a tender document, which contains highly classified and confidential information. The information is to be protected from unauthorized use and disclosure:

In consideration of this, the Bidder agrees as follows:

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

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

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

ITI LIMITED

ITI LIMITED

M/s.....

M/s.....

Signature.....

Signature.....

Printed Name.....

Printed Name.....

Title.....

Title.....

Signed

Signed

Appendix-A

Business Purpose: Supply, Installation, testing and commissioning of Access control systems, Video surveillance systems, Physical intrusion detection and Prevention systems, Fire detection and Suppression systems, etc., works for the National Importance.

- 1.0 Confidential Information of ITI Limited.
- 1.1 Tender document
- 1.2 The technical specifications / Bill of quantities
- 1.3 Detailed drawings.
- 1.4 Details of Locations
- 1.5 All Information shared in oral or in written by ITI Limited with M/s -----

For ITI Limited

For M/s -----

Signatures. -----

Signature-----

Name-----

Name-----

ANNEXURE- 3

PRE CONTRACT INTEGRITY PACT

TENDER No. ITI/NSU/CIVIL-DEL/2024/0112/26 dated: 04.01.2025

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

BETWEEN:

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

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

Preamble

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

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

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

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

Section 1 – Commitments of the Principal

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

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

SECTION 2 – COMMITMENTS OF THE BIDDER/CONTRACTOR

- 2.1 The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during the participation in the tender process and the execution of the contract.
 - a. The bidder(s)/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, 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 an undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The bidder(s)/contractor(s) will not commit any offense 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 the foreign original 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 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 of his bid.
- g. The Bidder(s)/Contractor(s) will not instigate third persons to commit offenses outlined above or to be an accessory to such offenses.

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

- 3.1 If the Bidder(s)/Contractor(s), during the tender process or before the award of the contract or during execution has committed a transgression in violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify Bidder(s)/ 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 exclude including blacklisting for future tender/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of transgressions, the position of the transgressor within the Company hierarchy of the Bidder(s)/Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of a minimum of one year.
- 3.3 The Bidder(s)/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 based on facts available there are no material doubts.
- 3.5 The decision of the Principal to the effect that breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ 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 the occurrence of any sanctions/ disqualifications etc arising out from violation of integrity pact Bidder(s)/ Contractor(s) shall not be entitled to any compensation on this account.
- 3.7** subject to the satisfaction of the Principal, the exclusion of the Bidder(s)/ 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 before the award according to Section 3 the Principal is entitled to forfeit the Earnest Money Deposit/Bid Security/ or demand and recover the damages equitant to Earnest Money Deposit/Bid Security apart from any other legal that may have accrued to the Principal.
- 5.2** In addition to 5.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to the termination of Contract due to Contractor default. In such a case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor or demand and recover liquidate and all damages as per the provisions of the contract agreement against termination.

SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS

- 6.1** The Principal will enter into Integrity Pact on all identical terms with all bidders and contractors for identical cases.
- 6.2** The Bidder(s)/Contractor(s) undertakes to get this Pact signed by its sub-contractor(s)/sub-vendor(s)/associate(s), if any, and to submit the same to the Principal along with the tender

document/contract before signing the contract. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the provisions laid down in the Integrity Pact Agreement by any of its sub-contractors/sub-vendors/associates.

- 6.3** The Principal will disqualify from the tender process all bidders who do not sign this Integrity Pact or violate its provisions.

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

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

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

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

- 8.6** If the Monitor has reported to the Chairman & Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director of the Principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 8.7** The word 'Monitor' would include both singular and plural.
- 8.8** Details of the Independent External Monitor appointed by the Principal at present is furnished below: -
Shri Javed Ahmad, IPS (Retd.)
M-1101, Shalimar Gallant Apartment,
Vigyanpuri ,Mahanagar,Lucknow-226006

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

SECTION 9 – FACILITATION OF INVESTIGATION

- 1.1** In case of any allegation of violation of any provisions of this Pact or payment of a commission, the Principal or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder(s)/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 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 the 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, the place of performance and jurisdiction is the Registered & Corporate Office of the Principal at Bengaluru.

12.2 Changes and supplements, as well as termination notices, need to be made in writing by both parties. Side agreements have not been made.

12.3 If the Bidder(s)/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 agree with their original intentions.

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

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

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

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

.....
(Name & Designation)

.....
(Name & Designation)

Witness

Witness

1)

1).....

2)

2).....

ANNEXURE- 4

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

PROFORMA OF BANK GUARANTEE IN LIEU OF E M D
(Judicial Stamp paper of appropriate value as per Stamp Act - of the respective state)

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

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

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

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

FOR AND ON BEHALF OF BANK

PLACE :

DATED :

WITNESS.

1.
2.

ANNEXURE-5

DECLARATION OF TENDERERS

FROM

TO
.....
.....

1. I/We.....
.....have read the conditions of the tender and tender documents attached hereto and agree to abide by such conditions. I/We offered to do..... at the rates quoted in the attached schedule to complete the works on or before the dates mentioned in the schedule for completion of works.

2. I/We further agree to sign an agreement, bind to abide by the general conditions of the contract, and to carry out all works according to the specifications laid down in the tender papers. I/We hereby pay the earnest money ofby demand draft/banker's cheque. I/We bind myself/ ourselves to deposit the security deposit [Performance security] as prescribed within 15 days after receiving the notice that the contract has been awarded to me/us failing which I/We have no objection to the forfeiture of the earnest money in full; otherwise the said earnest money shall be retained by the said company towards security deposit as specified in the conditions. I/We further bind myself /ourselves to execute the contract document and to commence the work with 15 days after issue of the work order in writing as aforesaid failing I/We agree to the company forfeiting the earnest money and security deposit deposited with them. The accepting authority shall also be at liberty to cancel the acceptance of the tender if I/We fails to deposit the security amount as specified or to execute an agreement or to start work as stipulated in the tender documents.

3. I/We hereby enclose a declaration of my/our experience of execution of works of similar nature and magnitude carried out by me/us in the prescribed proforma, and also the income tax and sales tax clearance certificates.

4. The offer shall remain open for acceptance by the Accepting Authority for a **period of 6 months** from the date of opening of the tender. **[180 days]**

Date:

Signature of tenderer
with the seal of the firm

witness.....
(Name in block letters)

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

Address:

Occupation:

ANNEXURE- 6

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

PROFORMA FOR WORK EXPERIENCE CERTIFICATE FROM CLIENTS,

Name of the Contractor:

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

Date, Name, & Designation,

Signature with Seal of the Issuing Authority

ANNEXURE- 7

TURN OVER FOR LAST THREE FINANCIAL YEARS.

Sl.no.	Financial year	Turnover	Average of three years
1	2021-22		
2	2022-23		
3	2023-24		
		Average turnover	

Note:

In addition to the above, the applicant has to submit the following documents/information,

- a. Copy of the balance sheets
- b. Copy of the valid GST no.
- c. Copy of the PAN/TAN
- d. Details of litigation if any.
- e. Other relevant details if any.

The requisite Turnover certificate shall be duly certified by a Chartered Accountant with his seal /Signature and Registration No.

Signature of the bidder with Seal

ANNEXURE-- 8

ORGANISATION SET UP OF THE COMPANY.

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

Signature of the bidder with Seal

ANNEXURE- 9

DETAILS OF THE WORK COMPLETED DURING THE LAST 7 YEARS

Sl. No.	Name of work	Scope of services	Value of Similar Work	Date of start/ completion	Name and address of the client	Value of TDS in case of private work	Remarks

NOTE:

THE FOLLOWING DOCUMENTS ARE TO BE ENCLOSED FOR EACH OF THE ABOVE WORKS.

- a. Completion certificate.
- b. Copy of award letter.
- c. Other relevant documentary evidence, if any.

Signature of the bidder with Seal

ANNEXURE- 10

DETAILS OF ONGOING WORKS.

Sl. No.	Name of work	Scope of services	Value of Similar Work	Date of start/completion	Name and address of the client	Remarks

NOTE:

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

Signature of the bidder with Seal.

ANNEXURE -11

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

PROFORMA OF BANK GUARANTEE (PERFORMANCE)

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

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

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

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

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

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

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

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

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

Signed this day of at

For and on behalf of Bank

WITNESS.

- 1.
- 2.

ANNEXURE- 12

ACCEPTANCE OF TENDER CONDITIONS

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

To,

General Manager-(ASCON)

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

Sub: Tender for Supply, Installation, testing and commissioning of Access Control Systems, Video Surveillance Systems, Physical Intrusion Detection and Prevention Systems, Fire Detection and Suppression Systems, etc., works for the National Importance project.

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

Yours faithfully

[Signature of the tenderer]
With rubber stamp

Dated.

ANNEXURE – 13

AFFIDAVIT

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

Affidavit of Mr.....S/o
R/o.....I,
the deponent above named do hereby solemnly affirm and declare as under:

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

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

DEPONENT
ATTESTED BY (NOTARY PUBLIC)

ANNEXURE- 14

Dispatch number of bank/Date:

SOLVENCY CERTIFICATE ON LETTERHEAD OF BANK

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

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

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

Name Designation signature with seal

Note: The certificate shall have been issued within 6 months from the publishing of this tender.

Undertaking-I

Provision of the Information Technology Act 2000 (No 21 of 2000)

(To be rendered on the Company letter head)

It is certified that (Company name), strictly adhere to all the provisions of the information technology act 2000(No 21 of 2000) of ministry of Law, Justice and company affairs government of India.

In case of any violation-deviation (company name) would be liable for any action under the provisions of the aforesaid law.

(Signed)

Designation/Name/Address of the Firm

Dated:

Place:

Undertaking-II

CERTIFICATE: NON-MALICIOUS CODE

(To be rendered on the Company letter head)

1. This is to certify that the Hardware and the software being offered, as a part of the Contract, does not contain embedded malicious code that would activate procedure to:

- a) Inhibit the desired and designed function of the equipment.
- b) Cause physical damage to the user for equipment during the exploitation.
- c) Tap information, resident or transient in the equipment/Networks.

2. The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyrights and Intellectual Property Rights (IPRs) are caused due to activation of any such malicious code in embedded software.

(Signed)

Designation/Name/Address of the Firm

Dated:

Place:

Undertaking-III

Undertaking from OEM

(To be rendered on the Company letter head)

As an OEM we under take that:

Final delivery/supply of equipment/cards as part of Project "Customer project name "including spares / maintenance equipment to be provided during the warranty and AMC period will be Non-'Country of Concern' for "Customer project name."

(Signed & Stamp)

Designation/Name/Address of the Firm

Dated:

Place:

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

SECTION VII

SPECIAL CONDITIONS

- 1 These special conditions shall be read in conjunction with the General Terms and Conditions of the contract. Where the provisions of these conditions are at variance with the provisions of the General Conditions of the Contract, the provisions of these special conditions shall take precedence.
- 2 The work shall be executed in strict accordance with the accepted conditions of the contract, bill of quantities, specifications, and orders as may be issued by the Engineer-in-Charge and his representatives
- 3 The rates quoted in the bill of Quantities are to be for the full inclusive value of the work including all costs and expenses which may be required for the Supply, Installation, testing and commissioning and full protection of the work described, together with all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based. The quoted rates will be for all heights, lifts, and leads unless otherwise mentioned specifically in the description of them.
- 4 The rates quoted for the installation, testing and commissioning should be atleast 25% of the rates quoted for supplying of those items as given in BOQ. If not adhere to this clause, the bid shall not be considered from further process i.e. offer shall be rejected.
- 5 In Group-1, there are approximately seven zones, and in Group-2, there are three zones. The contractor is responsible for delivering a turnkey solution, including all required hardware and software (e.g., servers, access control systems, PCs, etc.) for all zones. The corresponding cost will be borne by the contractor. Contractors are advised to quote accordingly, as no claims will be entertained in this regard.
- 6 Additionally, the Group-1 contractor must provide all necessary hardware and software (e.g., servers, access control systems, PCs, etc.) at the NOC (Network Operating Centre) and will be responsible for network integration across all sites, including both Group-1 and Group-2 at NOC level. The corresponding cost will also be borne by the contractor. Contractors are advised to quote accordingly, as no claims will be entertained in this regard.
- 7 **The quantity variation:** Quantities given in the tender documents may increase/decrease up to any extent as per the requirement of solutions since this job is turnkey in nature all the additional requirements are to be fulfilled by the contractor /system integrator in the quoted rates itself. However, No claim in this regard is admissible.
- 8 **The additional items:** To make a comprehensive and working solution, there will be requirements of additional items which is not mentioned in the bill of quantities or in the tender, the same are to be provided by the contractor/ system integrator since this job is turnkey in nature and all additional requirements to be fulfilled by contractor/system integrator. No claim in this regard is admissible. The cost incurred for additional items will

- be borne by the contractor/ system integrator. Bidders are advised to prepare comprehensive and working solutions as well as detailed bills of quantities and quote the rates accordingly.
- 9** The contractor shall fully cooperate with all personnel and agencies engaged by ITI Ltd for carrying out the other works.
- 10** It is deemed that the contractor has visited the sites before preparing the tender and has examined for himself the conditions under which the work will be carried out, including local conditions affecting labour and has studied the items of the bill of quantities and additional requirements of items, the Drawings and specifications, clauses relating to them and to have satisfied himself that the rates quoted by him provide for all minor accessories and contingent works or services necessary for the works described even though they are not precisely defined.
- 11** In the case of conflict amongst the various drawings, the decisions of the Engineer-in-charge shall be final and binding.
- 12** The contractor shall make his arrangements for all equipment required for the execution of the job.

Signature of The Contractor

Date

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

SECTION –VIII

[PART-II]

PRICE BID:

- FOR PRICE BID REFER TO THE EXCEL SHEETS ATTACHED.

----- END OF SECTION –VIII-----

APPROVED MAKE

- Ethernet cables: CAT 6 (complying to TEC GR) Finolex, Polycab
- Power cable: RR Kabel, Havells, Finolex, Polycab
- Conduit: ISI Marked