



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

ITI LIMITED

**Network Systems Unit
Materials Management Dept.**

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



ITI Web-Site/ Govt. Portal

ENQUIRY

NSU 6H 60H

DATE 19 08 2026

Dear Sir / Madam, please quote your best price and delivery for supply/service of the following item/s,

Sl.No.	Item Description as per Technical Specifications
1	Link Maintenance Contract for Preventive maintenance and fault rectification of MW Equipment Install at Microwave Towers in Group-1 to Group-4 of different state for ITI Limited for Two years and extendable by one year on same terms & conditions.
	<u>Please refer following enclosures before submitting tender:</u> Annexure A: General Terms & Conditions for submission of Tender Annexure B: Tender Document Annexure C: Price Bid

Please refer tender document vide Ref. No. ITI/NSU/ASCON Ph-IV/MW/ODU & Antenna/LMC Dtd. 19.08.2026

Tender Due Date	09/09/2026, 14:00 Hrs	Tender Opening Date	09/09/2026, 15:00 Hrs
Tender Opening Venue	Materials Management Dept., N.S. Unit, I.T.I. Ltd., Dooravaninagar, Bengaluru- 560 016		
Scope of Work	As per tender document Ref : ITI/NSU/ASCON Ph-IV/MW/ODU & Antenna/LMC Dtd. 19.08.2026		
Delivery	As per tender document Ref : ITI/NSU/ASCON Ph-IV/MW/ODU & Antenna/LMC Dtd. 19.08.2026		
Terms of Payment (TOP)	As per tender document Ref : ITI/NSU/ASCON Ph-IV/MW/ODU & Antenna/LMC Dtd. 19.08.2026		
Performance Bank Guarantee	As per tender document Ref : ITI/NSU/ASCON Ph-IV/MW/ODU & Antenna/LMC Dtd. 19.08.2026		
Compliance	Point-wise compliance to each item/ Clause mentioned in Tender Document.		
Validity of the offer	90 days from the last date of submission of Bid	Tender Fee: Rs. 5,900.00/- (incl. GST)	
Earnest Money Deposit	As per tender document No.Ref : ITI/NSU/ASCON Ph-IV/MW/ODU & Antenna/LMC Dtd. 19.08.2026 / Valid MSE certificate along with Bid Securing declaration. The EMD is normally to remain valid for a period of 45 days beyond the final bid validity period.		

All other terms and conditions as per Tender Document vide Tender refer No: Ref : ITI/NSU/ASCON Ph-IV/MW/ODU & Antenna/LMC Dtd. 19.08.2026
Note: Offers should be submitted online as per tender documents.
For submission of online Bid & Procedure to be followed visit (<https://itilimited.ewizard.in>)
All Vendors have to register in website & pay the tender processing fee if required:(<https://itilimited.ewizard.in>) for submitting online BID.

For ITI Ltd., N S Unit,

(Signature)
19/08/2026

Addl. General Manager (MM)-NS

पंजीकृत एवं निगमित कार्यालय : आईटीआई भवन, दूरवाणीनगर, बेंगलूरु - 560016, भारत फोन : +91 (080) 2561 4466, फैक्स : +91 (080) 2561 7525

Registered & Corporate Office : ITI Bhavan, Doorvaninagar, Bengaluru - 560016, India Phone: +91(080) 2561 4466, Fax: +91(080) 2561 7525

TIN : 29980058837 GSTIN : 29AAACI4625C2ZU CIN : L32202KA1950GOI000640 Visit our Website : www.itilttd.in

**GENERAL TERMS AND CONDITIONS FOR SUBMISSION OF TENDER (INLAND)****ENCLOSURE TO ENQUIRY No. NSU 6H 60H DATE: 19.08.2026****1. PRICES:**

- (a) ITI Ltd., is planning to have long term tie up with limited vendors, who can supply the item with good quality, prompt delivery and at lowest price. Hence, you may quote in such a way that a long-term relationship is possible.
- (b) Prices must be per unit as called for in the enquiry and should be on FOR ITI/FOR destination basis as the case may be and inclusive of Insurance charges.
- (c) ITI Ltd., under normal circumstances, may not negotiate for the price. Hence you are requested to quote your best price in the original quotation itself.
- (d) Any counter terms and conditions are not binding on us unless ITI Ltd., agree to the same in writing.
- (e) In case of an order issued on you, the ordered rate should be firm till the completion of the order. In case where the market prices are going down beyond 5% of the ordered rate or decrease in the statutory levies, the same should be passed on to ITI Ltd.
- (f) Vendors should deliver the materials to ITI Ltd., Stores/the destination as mentioned in the P.O. ITI Ltd., will not take the responsibility of clearing the goods from the carriers godown/office/Railway Station/Airport, etc.
- (g) If the supplier supplies the same item at a lower rate to any of their customers during the pendency of execution of ITI Ltd., Purchase Order/ Order Amendment, the supplier should voluntarily come forward and reduce the price.
- (h) The validity of your offer should be for a minimum period of (As main sheet No. NSU 6H 60H) from the date of opening the tender.
- (i) Any Plant/division of ITI reserves the right for placement of Repeat Order if required within one year of original PO date.

2. TERMS OF PAYMENT:

- (a) Payment will be made for the accepted quantity/services as per Main sheet NSU 6H 60H from the date of receipt of the material / services at our Stores / Destination.
- (b) No payment will be made for the rejected quantity.

3. INSPECTION: :(As per Enquiry NSU 6H 60H)

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

4. SAMPLES:

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

5. WARRANTY:

ITI Ltd., is an ISO accredited company. All our equipment systems have a warranty as per Enquiry No NSU 6H 60H from the date of despatch to our customer. Hence, the warranty of your products should be as per Enquiry No NSU 6H 60H from the date of supply if not specified explicitly. Within this warranty period, if any of your components/subsystem is found defective during our manufacturing process/system testing/installation & commissioning/operation of our equipment in the field, the same is to be replaced free of cost immediately by you. Warranty specified in the P.O. to be reckoned as final.

6. GENERAL:

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

7. DELIVERY SCHEDULE:(As per Enquiry NSU 6H 60H)

- (a) Please indicate minimum lead-time required, manufacturing capacity and the quantity that can be reserved for us.
- (b) **Liquidated Damages Clause:** As per Tender Document Ref: ITI/NSU/ASCON Ph-IV/MW/ODU & Antenna/LMC Dtd. 19.08.2026

8. LOCAL REPRESENTATION:

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

9. TECHNICAL CATALOGUE:

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

10. GOVERNING LAW:

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


19/08/2024
Additional General Manager-MM(NS)



ITI LIMITED

Network Systems Unit

(A Govt. of India Undertaking)

Dooravaninagar. P.O. Bengaluru – 560 016

Tel : 080 – 2566 0508

www.italtd.in

Tender for Tender Ref No.: ITI/ESG/ASCONPh-4/MW/ODU & ANTENNA

**Link Maintenance Contract for Preventive maintenance and fault rectification of
MW Equipment Install at Microwave Towers in Group-1 to Group-4 of
different state for ITI Limited for Two years and extendable by one year on
same terms & conditions**

[Two Bid System]

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

Tenderer:

Shri/ M/s

.....
ASCON
NS. UNIT
ITI Limited,
C/O HQ 5 Signal Group
NH-8, Asmara lines,
Delhi Cantt-110010

Tender for Link Maintenance Contract for Preventive maintenance and fault rectification of MW Equipment Install at Microwave Towers in Group-1 to Group-4(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. ODU and Antenna details.
- 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, supply, delivery, installation & design at respective stations 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 90 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 Preventive maintainance works/Fault rectification carried out for reference and to substantiate my/our experience and capacity to carry the work on tender.

Our Banker 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 15th days 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.....

Tender for LMC for Microwave ODU & Antenna Installed at Microwave Tower for Microwave System.

Ref: ITI/NSU/ASCON Ph-IV/MW/ODU & Antenna/LMC

Date: 19-08-2026

Name of Group(State) & No. of sites - Table -A

Region	No. of Sites
Group-1(J&K Leh,Ladkh)	26
Group -2 (Panjab, Jammu, Himachal,Uttarakhand)	19
Group -3 (Rajasthan)	20
Group -4 (Arunachal,Assam,sikkim,West Bangal)	21
Grand Total	86

District	20 m	30 m	40 m	45 m	50 m	60 m	70 m	80 m	90 m	100 m	120 m	Grand Total
Amritsar										1		1
Baramullah			1				1	2				4
Barmer										3		3
Bikaner									1	3		4
Chamba			1									1
Chamoli		1		1		1						3
Dibrugarh							1					1
East Sikkim				1			1					2
Ferozpur										1		1
Ganganagar							2	1		2		5
Gurdaspur							1	1				2
Jaisalmer					1			1		1		3
Jalandhar							1	1				2
Jammu			1			1						2
Jodhpur			1			1				3		5
Kangra	1											1
Kulgam						1						1
Kupwara		2	1		2					1		6
Ladakh	2			1								3
Leh	2	2										4
Lohit				1								1
Mangan		1				1						2
Moga									1			1
North Sikkim		1										1
Pithoragarh			1		1			1				3
Pathankot								1				1
Poonch				1						1		2
PULWAMA		1										1
Rajouri				2								2
Solan		1										1
Srinagar					1							1

Tender for LMC for Microwave ODU & Antenna Installed at Microwave Tower for Microwave System.

Ref: ITI/NSU/ASCON Ph-IV/MW/ODU & Antenna/LMC

Date: 19-08-2026

Tarn taran										1		1
Tinisukia										3		3
Udampur		1										1
Upper Siang		2		1		3						6
Upper Subansiri		1	1									2
West Kameng						1				1		2
West Siang											1	1
Grand Total	5	13	7	8	5	9	7	8	2	21	1	86

Tender for LMC for Microwave ODU & Antenna Installed at Microwave Tower for Microwave System.

Ref: ITI/NSU/ASCON Ph-IV/MW/ODU & Antenna/LMC

Date: 19-08-2026

SL NO	DESCRIPTION	INFORMATION
1	REFERENCE NO. OF TENDER DOCUMENT	ITI/NSU/ASCON Ph-IV/MW/ODU & Antenna/LMC dated:18-08-2026
2	DATE OF ISSUE OF NOTICE INVITING TENDER	19-08-2026
3	MODE OF SUBMISSION OF TENDER	E-Tendring
4	LAST DATE & TIME FOR SUBMISSION OF BIDS	09-09-2026 at 14.00 Hrs
5	DATE & TIME OF OPENING OF TECHNICAL BIDS	09-09-2026 at 15.00 Hrs
6	PRE-BID MEETING	Queries can be send to rakeshranjan_nsu@itilttd.co.in materials_nsu@itilttd.co.in
7	OPENING OF FINANCIAL BIDS	Will be intimated later.
8	COST OF TENDER DOCUMENT	Rs. 5,900.00/- (Incl. GST)
9	EARNEST MONEY DEPOSIT (2%, EMD)	1. Group 1- Rs. 61,950.00/- 2. Group 2- Rs. 32,568.00/- 3. Group 3- Rs. 33,276.00/- 4. Group 4- Rs. 56,050.00/- The bidders bidding for multiple groups should meet EMD cumulatively, prescribed for such groups.
10	CONTACT PERSON FOR QUERIES (BETWEEN 10 AM TO 15.30HRS ON WORKING DAYS ONLY)	Mr Rakesh Ranjan Pathak, Manager Email- rakeshranjan_nsu@itilttd.co.in Mob: 9811945719
11	AVERAGE FINANCIAL TURNOVER OF COMPANY [LAST THREE YEARS]	30% of the estimated cost. 1. Group 1- Rs.9,29,250.00/- 2. Group 2- Rs. 4,88,520.00/- 3. Group 3- Rs. 4,99,140.00/- 4. Group 4- Rs. 8,40,750.00/- The bidders bidding for multiple groups should meet an annual turnover cumulatively, prescribed for such groups.
12	SOLVENCY CERTIFICATE VALUE	40 % of the estimated cost. 1. Group 1- Rs.12,39,000.00/- 2. Group 2- Rs. 6,51,360.00/- 3. Group 3- Rs. 6,65,520.00/- 4. Group 4- Rs. 11,21,000.00/- from any scheduled bank/ Chartered Accountant (CA) issued 6(six) months prior to the Tender due date. The bidders bidding for multiple groups should meet solvency value cumulatively, prescribed for such groups.

13	ADDRESS FOR BID SUBMISSION	https://itilimited.ewizard.in
14	Security Deposit	5% of each tax invoice of bidder
15	VALIDITY	90 days from the last date of submission opening of financial bid.
16	PRICE ESCALATION	NIL.
17	PERFORMANCE BANK GUARANTEE	5% of Estimated cost.
18	TIME ALLOWED FOR COMPLETION OF WORKS	Completion period is 6 Months from the work order and start of work approval.
19	ESTIMATED COST	1. Group 1- Rs. 30,97,500.00/- (incl. GST) 2. Group 2- Rs. 16,28,400.00/- (incl. GST) 3. Group 3- Rs. 16,63,800.00/- (incl. GST) 4. Group 4- Rs. 28,02,500.00/- (incl. GST) The cumulative estimated cost is Rs. 91,92,200.00/- (incl. GST)

SECTION - I**NOTICE INVITING TENDER (NIT)**

ITI LTD invites item rate offers for the Agencies having relevant experience in the field for Link Maintenance Contract for Preventive maintenance and fault rectification of MW Equipment install at Microwave Towers in Group-1 to Group-4 for Microwave system as per the specification mentioned in the tender Document for the National Importance project as per the Station list placed in Table 'A'.

NAME OF WORK: Tender for "Link Maintenance Contract for Preventive maintenance and fault rectification of MW Equipment Install at Microwave Towers in Group-1 to Group-4 for Microwave subsystem for the National Importance project.

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

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

e-Envelope-I [Technical Bid]

Tender documents shall be filled, signed and submitted/Uploaded in original. The submitted Tender shall consist of the following:

- i. Cover note by the Bidder indicating the 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. The bidder is also required to indicate the groups for which the bid is applied.
- ii. All the documents regarding eligibility criteria.
- iii. Complete set of tender documents original as sold duly/downloaded filled and signed by the tenderer as prescribed in the different places of the tender document.

- iv. Information regarding the tenderer [organisatation setup] as in the proforma enclosed at **Annexure- 8.**
- v. Bidder's Profile
- vi. Declaration regarding the Tenderers work of comparable nature in the proforma enclosed in **Annexure -9**
- vii. Cost of tender documents and EMD.
- viii. Acceptance of all the terms & conditions indicated in our tender.
- ix. Income Tax Return for the last three financial years.
- x. PAN Number and GST Registration certificate.
- xi. Affidavit for proprietary/partnershipdeed/article of association
- xii. Earnest Money Deposit (EMD): As specified in the tender and tender document fee shall be payable with the bid. EMD to remain valid for a period of 45 days beyond the final bid validity period. Micro small Enterprise (MSE) Organizations, Startups are exempted from EMD and tender fee. But bid securing declaration form need to be submitted.

This shall be paid well in advance of tender submission time through DD/ Bank Guarantee / e-Wizard Payment gateway in favour of ITI Ltd, N.S. Unit, Bangalore-560016. The Bank details is attached as **Annexure-15**. Proof/receipt of payment of cost of EMD to be uploaded.

Note: The EMD details Shall be indicated on the letter head along with a scanned copy of the above payment must be uploaded during tender submission.

- xiii. Power of attorney in the case as an authorised representative who has signed the tender.
- xiv. Solvency Certificate of value as specified in NIT
- xv. An integrity pact duly signed by the tenderer shall be submitted. Any bid without a signed Integrity pact shall be rejected. **[Annexure-3]**
- xvi. Single point of contact (SPOC) details for official communication (Name, Mobile no., Email id, Address).
- xvii. Self-declaration for not having any litigation history.

Note:

- Tenders not submitted on time will not be considered and will be summarily rejected. Tender documents shall be filled and submitted in original [all pages of tender documents to be sealed and signed/digitally signed. [Submitted along with the technical bid].
- The conditional tender will not be considered and will be summarily rejected.

e-Envelope 2 [Financial BID]

The Price/Commercial Bid (Part-B), consists of a document with the rate quoted in figures and words only.

ELIGIBILITY CONDITIONS FOR THE BIDDERS

i. MINIMUM ELIGIBILITY CRITERIA FOR PARTICIPATION IN THE TENDER

Agencies should have relevant experience in the field of Link Maintenance Contract for Preventive maintenance and fault rectification of MW Equipment Install at Microwave Towers in Group-1 to Group-4 for Microwave subsystem.

Agencies empanelled with ITI LTD/experience of working with CPWD, Railways, MES, Department of Post, State PWDs, State/Central PSUs and Semi-Government Organizations alongwith similar type of job has been executed successfully at any government PSU shall be preferred.

ii. WORK EXPERIENCE FOR ELIGIBILITY.

Experience of having completed similar works during the last 5 years ending from the date of publish of the bid.

- 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 of Link Maintenance Contract for Preventive maintenance and fault rectification of MW Equipment Install at Microwave Towers in Group-1 to Group-4 for Microwave system. The experience in similar nature of work should be supported by certificates/TOC issued by the client's organization. In case the work experience is other than Govt//Semi Govt./PSU's/autonomous bodies, the completion certificate/TOC shall be supported with copies of the letter of work order/Completion certificate and copies of the Corresponding TDS certificate. [Form 26AS] Value of work will be considered equivalent to the amount of TDS certificates.

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

iii. Financial Strength:

- a. The average annual financial turnover on similar types of works for the last 5 years shall be at least as specified in the NIT [Important information]. The requisite Turnover shall be duly certified by a Chartered Accountant with his seal/Signatures and registration number. **[Annexure-7]**

- b. Bank Solvency Certificate issued from nationalized or any schedule Bank or Chartered Accountant (CA) should be at least value specified in the NIT [important Information]. The certificate should have been issued during submission of Bid.
- c. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
 - Made misleading or false representation in the forms, statement, affidavits, and attachments submitted in proof of the qualification requirements, or record of submission of any false/fake documents.
 - Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, etc.,
 - Participated in the previous bidding for the samework and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Employer.

Thanking you
Yours faithfully

For ITI Limited
General Manager-NS

---- END OF SECTION –I ----

SECTION - II
INFORMATION TO BIDDERS

1. CLARIFICATIONS:

Bidders desirous of seeking clarifications on the Tender may send their queries through email to: rakeshranjan_nsu@itilttd.co.in, Ph: 9811945719.

- 1.1 On the Bid opening day, only technical bids will be opened. The Bidders who are desirous of attending bid opening may do so as per the e-Tendering process.
- 1.2 Bids without authenticated proof of Bid document fee, EMD and other technical compliances as required and prescribed in this Tender, will be rejected.
- 1.3 The date for opening the financial bids will be communicated to all technically qualified and eligible bidders separately, through registered email.
- 1.4 The address for all correspondences regarding this Tender shall be marked to GM(A), NS Unit, ASCON, ITI Limited through E-mail: rakeshranjan_nsu@itilttd.co.in.
- 1.5 The offers prepared by the Bidders and all the correspondences and documents relating to the offers submitted/exchanged by the Bidder shall be written in the English language.
- 1.6 ITI reserves the right to suspend or cancel the tender process at any stage, or to accept, or reject any, or all offers at any stage of the process and/or to modify the process, or any part thereof, at any time without assigning any reason, without any obligation or liability whatsoever and the same shall be published in the ITI website or intimated through email.
- 1.7 ITI Ltd does not take any responsibility for the delay caused due to non-availability of internet connection or sever/traffic jam, etc. for online bidding.
- 1.8 The Bidder shall bear all costs associated with the preparation and submission of its Tender, including the cost of presentation for the purpose of clarification of the offer, if so desired by ITI.
- 1.9 At any time prior to the last date for receipt of offers, ITI LTD 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.
- 1.10 Also, ITI LTD 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.
- 1.11 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.

2. SIGNING OF BID

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

3. DISCLAIMER:

- 3.1 ITI LTD 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 LTD and/or any of its officers, employees.
- 3.2 All information contained in this Tender provided/clarified is in good faith and interest. This is not an agreement and is not an offer or invitation to enter into an agreement of any kind with any party.
- 3.3 Though adequate care has been taken in the preparation of this Tender document, the interested bidders shall satisfy themselves that the information contained in the document is complete in all respects to enable them to make an informed decision to bid. Interested Bidders are required to make their own enquiries and assumptions wherever required.
- 3.4 Information provided in this document or imparted to any respondent as part of the Tender process is confidential and shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or organization.

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

- 4.1 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.
- 4.2 The EMD shall be payable to the ITI LTD without any conditions, recourse, or reservations.
- 4.3 The bid will be rejected by the ITI LTD a non-responsive and shall not be considered in case if the amount of EMD is not received as specified in NIT.
- 4.4 **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 LOI to the successful bidder.
- 4.5 The Earnest Money deposited by the successful tenderer may 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 Lol in writing.

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.

- 4.6 **Security Deposit:** Total Security deposit in the work is 10% of the contract value. The security deposit will be recovered by deduction from the running 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 refund of retention money in confirmation of his having no claim against ITI Ltd on getting refunded the security deposit.
- 4.7 **Refund of Security Deposit:** Security deposit deducted from the contractor’s bill shall be refunded to the agency on the certificate of Project Manager after the expiry of the LMC Period plus 30 days and obtaining no defect certificate from the concerned officials.
- 4.8 **The EMD may be forfeited:**
- a. If a bidder withdraws the bid after bid opening during the period of validity.
 - b. In the case of the successful bidder, if the agency fails to sign the Agreement within 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.

4.9 **ORDER OF PRECEDENCE:**

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

- a. Letter of the award, along with the statement of agreed variations and its enclosures if any.
- b. Corrigendum Addendum, Clarifications, etc.,
- c. Special conditions of Contract
- d. Descriptions of the bill of quantities /Schedule of quantities.
- e. General conditions of Contract

5. **Interpretation to Tender Document be for e-tenders are received:**

If any person contemplating to submit a tender for the work covered in these tender documents is in doubt as to the meaning of any part of the tender documents, he may submit to the authority inviting tender a written request for interpretation or clarification thereof **within seven days** of uploading of the tender. Any interpretation of the tender documents will be made only by 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.

6. Addenda:

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

7. Number of Proposal

Only one Bid per Bidder would be allowed.

8. Proposal Validity

The tender must remain valid for 90 days after the last date fixed for submission of tender including the extension(s) given if any.

9. Independent External Monitors:

- a. In respect of this assignment, the Independent External Monitors [IEM's] would be monitoring the bidding process and execution of the contract to oversee the implementation and effectiveness of the integrity Pact Program.
- b. The Independent External monitors [IEM's] have been appointed by ITI Ltd, in terms of Integrity Pact [IP]-Section 6, which forms part of the tender/contracts. The name of the Independent External Monitors is posted on ITI's website. www.itilttd.in
- c. This panel is authorised to examine /consider all references made to it under these terms of the Integrity Pact. The Independent External Monitors [IEM's] shall review independently, the cases referred to them to assess whether and to what extent the parties concerned comply with the obligations under the integrity pact entered into between ITI and Consultant.
- d. The Independent External Monitors [IEM's] has the right to access without restrictions to all project documentation of the Employer including that provided by the contractor. The contractor will also grant the Monitor, upon his request and demonstrations of a valid interest, unrestricted and unconditional access to his project documentation. The same applies to sub-consultant. The monitor is under contractual obligations to treat the information and documents of the bidder/consultant with confidentiality.

10. Clarifications and Amendment of Bid Documents

- a) Bidders may request clarification on any clause(s) of the Bid documents **within 7 days** from the date of uploading of Tender on the website. Any request for clarification must be sent in writing, or by standard electronic means to ITI LTD's address. ITI LTD will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without disclosing the Source of the query) to bidders. Should ITI LTD deem it necessary to amend the bid document as a result of a clarification or any other reasons it shall do so. However, ITI LTD reserves the right to respond to the queries after the cut-off date as mentioned above.
- b) At any time before the submission of tender, ITI LTD may modify/ amend the bid document and extend the last date of submission/ opening of the tender by issuing a corrigendum/addendum.

Any Corrigendum/Addendum thus issued shall form part of tender document and shall be posted only on website www.itiltd.in, and <https://itilimited.ewizard.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.

11. 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.
12. Integrity pact duly signed by the tenderer shall be submitted. Any bid without a signed integrity pact shall be rejected.

13. TIME SCHEDULE FOR COMPLETION OF WORK

The Tender completion period of the Work Order shall be **two (02) years**, which may be extended for an additional period of **one (01) year** on mutual agreement between both parties.

The work order shall initially remain valid for a period of six (06) months from the date of issuance of the work order. Further, the work order may be extended/repeated for an additional period of six (06) months on the same terms and conditions, subject to satisfactory performance of the contractor and mutual agreement between both parties. During the extended period, additional sites/work locations may also be allocated by ITI Limited as per project requirement.

The number of nodes and locations may vary as per requirement and may include nodes from all four groups at the rates quoted in the Price Bid under a single Work Order.

14. Accommodation, Food, Conveyance & Transport expenses.

The contractor has to make his arrangements of Accommodation, Conveyance, Food for their Man Power at his own cost.

15. Bidder has to commence the work simultaneously within 15 days from the issue of the work order.

16. Responsibility of obtaining permission for site clearance, tree cutting etc if any will be the scope of the contractor.
17. The contractor has to take up the work of Link Maintenance Contract for Preventive maintenance and fault rectification of MW Equipment install at Microwave Towers on priority as per ITI Ltd. requirement.

18. Site and Local conditions:

The sites will be shown to the tenderers by the representatives of the authority inviting tender. Number of sites for microwave equipment is mentioned in **Table-A**.

Name of the sites location: **Enclosed Table 'A'** . Number & name of sites may change/upgrade on requirement before issue of work order.

19. PAYMENT TERMS:

- Payment will be made in stages on actual site completion basis.
 - The vendor will provide the TAX invoice on actual site completion basis single Invoice.
 - The Tax invoice should be endorsed with
 - Handing over Document to End user along with Antenna preventive maintenance works/Fault rectification at each site, counter signed by end customer and ITI LTD Regional Manager.
 - Number of preventive maintenance works/Fault rectification that actually performed should be clearly mentioned on the Handing over document.
 - Final Work done report counter signed by end customer and ITI LTD Regional Manager
 - The payment will be made on actual once the realization of Tax Invoice within 30 Days from the receipt of Tax Invoice. 5% of the Tax invoice will be retained as security deposit and it will be released on completion.
 - ITI LTD reserves the right to forfeit the Performance guarantee in addition to the security deposit in the event of the tenderer's failure of any of the contractual obligations or in the event of termination of the contract as per terms and conditions of the contract.
 - Payment is linked to preventive maintenance and fault rectification activities performed for towers listed in Table-A.
 - In case of defective work or materials within warranty period (6 months), recovery will be made from subsequent bills or Security Deposit.
 - Termination Clause: ITI Limited reserves the right to terminate the contract at any stage during the contract period by giving 90 days written notice in case the performance of the contractor/bidder is found unsatisfactory, non-performing, delayed, non-compliant with tender conditions, or otherwise not suitable for execution of the work. In such cases, ITI Limited shall have the right to forfeit the Performance Bank Guarantee/Security Deposit and get the balance work executed at the risk and cost of the contractor
 - Termination on Mutual Agreement: either party through mutual agreement may terminate the contract by providing a prior written notice of three (03) months, without any financial or legal implications on either side, subject to settlement of all pending obligations and dues.
 - If contractor withdraws prematurely, the Performance Bank Guarantee may be forfeited.
- 20.** The Tenderer shall quote rates both in figures as well as in words. In case the tenderer has quoted Two different rates in word and figures, the rates which correspond to the amount worked out by the

contractor are taken as correct. When the amount of an item is not worked out by the contractor, or if it does not correspond with the rates written either in figures or in words, then the rate quoted by the contractor in words is taken as correct. When the rate quoted by the contractor in figures and words tallies, but the amount is not worked out correctly, the rates quoted by the contractor is taken as correct and not the amount.

21. 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 authorised representative, 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.
22. When the tenderer signs a tender in a language other than English, the total amount of tendered should also be written in the English language only. The signature should be attested by atleast one witness.
23. Witnesses and sureties shall be persons of status and property and the names, occupations, and addresses shall be stated below the signature.

All the signatures in the tender document shall be dated and pages of all the sections of the tender document shall be signed at the lower right-hand corner or where ever required in the tender document by the tenderer or his authorised representatives.

24. 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 i.e. scope of work of the bidder and other prevalent conditions and fluctuations thereof, and to quote his rates accordingly after taking all the factors into bidders account.

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

25. The tenders submitted by the tenderer shall remain valid for acceptance for 90 days from the last date of receipt of bids. The tenderer shall not be entitled during the said period of 120 days, without the consent in writing of the company to revoke or cancel his tender or to varie the tender given or any terms thereof.
26. The acceptance of the tender will rest with the accepting authority i.e ITI LTD who does not bind himself to accept the lowest or anyother tender and reserves the right to reject any or all the tenders without assigning any reason whatsoever.

27. 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 are liable to be rejected.
- d) No Page of the tender documents shall be removed or altered and the whole set must be submitted after being duly filled in and signed. Failure to comply with these instructions may result in the rejection of their tender.

- 28.** 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 in two parts and accepted in parts entirely at the sole discretion of the company(In the ratio of 60:40 at the rate of L-1). Or in three parts in the ratio 50:30:20 at the rate of L1). The tenderer should specifically state in case he would be unwilling to accept a part of the work.

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

- 29.** The successful tenderer shall be required to execute an agreement in duplicate in the proforma 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.

30. PERFORMANCE GUARANTEE.

The successful bidder/contractor shall provide to the employer total performance security of 5% [Five percent] of the Contract price covering initially the period of completion of work plus 90 days within 15 days after issue of Letter of acceptance but before signing the contract, performance security of 5% (Five 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. **[As per Annexure-I]**

- A)** Performance security of 5 % [Five Percent] to be submitted by the successful bidder after the receipt of the letter of acceptance shall be either in the form of Bank Guarantee in the name of ITI from a scheduled commercial bank .
- 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.

31. 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 implicationon 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 Finacial 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, 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 LTD.
- 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 with hold 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 anyother liability levied or leviable on the contractor because of lowerd eduction or any other such non-compliance of the Contractor.
- g) Bidders will examine the various provisions of The Central Goodsand 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 the misduly considered while quoting rates.

- 32.** Consortium/Joint ventures companies shall not be permitted. No single firm shall be permitted to submit two separate applications.
- 33.** If at any stage, any information/documents submitted by the applicant is found to be incorrect, false, or have some discrepancy that disqualified the bidders/firm then, the Company shall take the following action:
- Forfeit the entire amount of EMD submitted by the firm.
 - The bidder/Firm shall be liable for debarment from tendering in the Company apart from any other appropriate contractual legal action.
- 34.** The tender award execution and completion of work shall be governed by tender documents consisting of Letter of award/Letter of work order, Bill of quantities, Special Conditions of Contract, General Conditions of Contract, Specifications, . The tenderer shall be deemed to have gone through the various conditions, including the topography of the land sand accessibility, etc., 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.
- 35. SITE VISIT AND COLLECTING OF INFORMATION ON THE SITE:**
- Before submission of tender, the tenderers are advised to check the type of Tower,Antenna if required.
- 36. CLARIFICATIONS AFTER TENDER SUBMISSION:**
- Tenderer's 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 LTD and or his employees/ representatives on matters related to the tender under consideration and that if necessary, ITI LTD will obtain clarifications in writing or as may be necessary. The tender evaluation and process or award of works is done by the duly authorized Tender Scrutiny Committee and this committee is authorised to discuss and get clarification from the tenderers.
- 37.** The work executed by the contractor shall be subject to audit and quality control checks from the Regional Project Team at any time during the execution of work. 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.
- 38.** The General Tender notice shall be deemed to form part of the agreement.

- 39. Escalation in Price:** No escalation will be paid on account of any increase in the price index in the price of material or labour. No price escalation shall be applicable even during an extended period for completing the works.
- 40. 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 ----

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

SECTION -III

INSTRUCTIONS FOR ONLINE BID SUBMISSION TO BIDDERS

The bidders are required to submit soft copies of their bid electronically on the e-Wizard Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submit their bids online on the e-Wizard Portal. For more information, bidders may visit the Portal (<https://itilimited.ewizard.in>)

1. REGISTRATION PROCESS ON ONLINE PORTAL

- a) Bidders to enroll on the e-Procurement module of the portal <https://itilimited.ewizard.in> by clicking on the link "Bidder Enrolment".
- b) The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. This would be used for any communication from the e-Wizard Portal.
- c) Bidders to register upon enrolment, with their valid Digital Signature Certificate (Class III Certificates with signing and Encryption key) issued by any Certifying Authority recognized by CCA India with their profile.
- d) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- e) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
- f) After registration send mail to Helpdesk: helpdeskeuniwizarde@gmail.com for Account activation.
- g) As per portal norms Registration Fee will be applicable.

2. TENDER DOCUMENTS SEARCH

- a) Various built-in options are available in the e-Wizard Portal like Department name, Tender category, estimated value, Date, other keywords, etc. to search for a tender published on the Online Portal.
- b) Once the bidders have selected the tenders they are interested in; they may download the required documents/tender schedules. These tenders can be moved to the respective 'Interested tenders' folder.
- c) The bidder should make a note of the unique Tender No assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

3. BID PREPARATION

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.

- c) Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid.
- d) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLSX/PNG, etc. formats.

4. BID SUBMISSION

- a) Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidders to note that they should necessarily submit their financial bids in the prescribed format given by department and no other format is acceptable.
- d) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.
- e) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- f) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- g) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- h) The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.
- i) As per portal norms Tender Processing Fee will be applicable.

5. AMENDMENT OF BID DOCUMENT

At any time prior to the deadline for submission of proposals, the department reserve the right to add/modify/delete any portion of this document by the issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

6. ASSISTANCE TO BIDDERS

- a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b) Any queries relating to the process of online bid submission or queries relating to e- Wizard Portal, in general, may be directed to the 24x7 e-Wizard Helpdesk.

- c) The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).
- d) The bid should be submitted through e-Wizard portal (<https://itilimited.ewizard.in>) only.
- e) All payments should be done through e-Wizard Payment gateway

---- END OF SECTION –III ----

SECTION-IV
SCOPE OF WORK

ITI LTD is planning to maintain the microwave network install in different states of India as mentioned in the Table 'A'. The ODU & Antenna installed at microwave towers to be maintain for Two year and further may be extended upto one year on same terms & condition. The requirements of Microwave Antenna & ODU maintaince are as follows:

- The selected bidder shall quote for Microwave Antenna & ODU maintaince which are install at microwave tower (mentioned in Table-A). The Site survey is in bidder scope.
- The Bidder shall provide preventive maintaince once in one year at all sites mentioned in the Table-A or Group wise work order.

Level 1: Yearly Preventive Maintenance – Microwave Network Microwave Tower & Outdoor Unit (ODU).

- Visual inspection of microwave antenna, radome, and mountings
- Check antenna alignment (no physical tilt or displacement)
- Inspection of antenna clamps, brackets, nuts, and bolts for tightness
- Check for rust, corrosion, or structural damage on tower members.
- Verify waveguide / IF cable routing and ensure proper clamping on tower. Also inspect waveguide connectors and IF cable connectors for tightness, corrosion, water ingress, or physical damage. Check ODU physical condition (dust, moisture, bird nest, damage)
- ODU Replacement as per requirement.
- Ensure ODU grounding cable is intact and properly connected
- Check weatherproofing of connectors (self-amalgamating tape condition) if required change.

Cabling & Earthing

- Visual check of IF/Coax/Fiber cables for cuts or bends
- Check cable gland sealing at shelter/ODU entry points
- Verify tower and equipment earthing continuity
- Check lightning protection devices (LPUs) visually

Documentation

- Update site visit report and maintenance checklist
- Report antenna, ODU, grounding, and tower condition
- Report abnormalities to NOC

L2 Level Microwave Network Maintenance Activities

Antenna Alignment & Optimization

- Fine antenna alignment using test equipment / RSL monitoring.
- Polarization verification and correction.
- Cross-polarization interference (XPI) fitment & Check.
- Confirm azimuth and elevation as per design.

Antenna Dismantle & Replace

- Power OFF ODU
- Disconnect waveguide / IF cables (cap connectors)
- Remove faulty antenna safely
- Mount new antenna with correct polarization
- Tighten bolts (proper torque)
- Reconnect cables + weatherproof
- Align for max RSL
- Restore power & verify link
- Record readings

Reporting & Escalation

- Prepare detailed reports
- Recommend corrective and preventive actions.

Note: - Fault based visit must be started within 48 hours of fault report and work completed within 48 hours excluding journey time.

(a) The bidder/contractor may submit clear photographs and/or video recordings of all preventive maintenance activities and fault rectification works carried out at each site if possible. The photographs/videos shall be shared with ITI Limited as documentary evidence for verification and confirmation of the work executed. The same shall form part of the work completion and handing-over documents for processing of bills/payment.

(b) All necessary tools, tackles, testing instruments, safety equipment, consumables and other resources required for preventive maintenance and fault rectification activities shall be arranged and borne by the bidder/contractor at their own cost.

(c) All faulty/defective items identified during preventive maintenance and fault rectification activities shall be arranged by ITI Limited and replaced by the Bidder

(d) Work Order Validity: The work order shall initially remain valid for a period of six (06) months from the date of issuance of the work order. Further, the work order may be extended/repeated for an additional period of six (06) months on the same terms and conditions, subject to satisfactory performance of the contractor and mutual agreement between both parties. During the extended period, additional sites/work locations may also be allocated by ITI Limited as per project requirement.

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GENERAL CONDITIONS OF CONTRACTS

1.0 DEFINITION AND INTERPRETATIONS:

1.1 Definition:

1.1.1 GENERAL:

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

1.1.2 COMPANY:

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

1.1.3 MANAGEMENT:

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

1.1.4 CONSULTANT:

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

1.1.5 GENERAL MANAGER (GM):

General Manager shall mean the officer in Administrative & Technical incharge of the project.

1.1.6 ADDITIONAL GENERAL MANAGER (AGM):

Additional General Manager shall mean the officer in administrative & Technical charge of the project.

1.1.7 Regional Project Manager:

Regional Project Manager shall mean the officer-In-charge of the Region of the Project.

1.1.8 ENGINEER:

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

1.1.9 ENGINEER'S Representative:

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

1.1.10 CONTRACTOR:

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

1.1.11 CONTRACT:

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

1.1.12 WORKS:

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

1.1.13 SPECIFICATION'S:

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

1.1.14 ACCEPTED SCHEDULE:

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

1.1.15 SITE:

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

1.1.16 PERIOD OF WARRENTY:

Period of Warranty Maintenance shall mean a period of maintenance from the date of completion of the work as specified by the Regional in charge Letter of Acceptance:

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

1.1.17 APPROVED:

‘Approved’ means approved in writing by the Regional Project Manager of ITI LTD or designated Engineer including subsequent written confirmation of previous verbal approval and Approval means approval in writing including as aforesaid.

1.1.18 CONTRACT VALUE:

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

1.1.19 WORK ORDER:

‘Work Order’ shall mean the order in writing by the Addl. General Manager(A) of ITIL or designated Engineer, intimating the contractor to commence the work wholly or partly, showing the date of commencement and completion of the work as a whole or the part so ordered to be commenced.

1.1.20 DATE OF COMMENCEMENT:

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

1.1.21 DATE OF COMPLETION:

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

1.1.22 DEVIATION:

‘Deviation’ order means an order given in writing by the Addl. General Manager(A) of ITI LTD or designated Engineer to affect an alteration in addition to or deduction from the scope or nature of the contract.

1.1.23 ACCEPTING AUTHORITY:

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

1.1.24 MONTH:

‘Month’ shall mean the calendar month of the Gregorian Calendar.

1.2 SINGULAR & PLURAL:

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

1.3 HEADINGS & MARGINAL HEADINGS:

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

2.0 GENERAL OBLIGATION:

2.1 EXECUTION CORRELATION & INTENT CONTRACT DOCUMENTS:

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

2.2 LAWS GOVERNING THE CONTRACT:

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

2.2.2 COMPLIANCE TO REGULATION & BYE-LAWS:

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

2.3 COMMUNICATION TO BE IN WRITING:

All notices, communications, references and complaints made by the company or the Regional Project Manager of ITI LTD or designated Engineer or the contractor INTERSE concerning the work shall be in writing and no notice, communication, reference or complaint not in writing shall be recognized.

2.4 SERVICE OF NOTICE ON CONTRACTOR:

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

2.5 OCCUPATION AND USE OF LAND:

The Contractor shall not use or to be used, the site for any purpose other than that of executing the works.

2.6 ASSIGNMENT OR SUBLETTING OF CONTRACT:

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

2.7 REPRESENTATIVE ON WORKS:

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

2.8 INDEMNITY AND CHARGES:

2.8.1 INDEMNITY AND CHARGES PAYABLE:

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

2.8.2 PATENT RIGHT:

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

2.8.3 OCTROI AND OTHER DUTIES: [TAXES AND DUTIES]

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

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

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

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

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

2.8.4 Royalties:

Except where otherwise specified the contractor shall pay all tollage and other royalties, rent, and other payment or compensation (If any) for Microwave site alongwith other material required for the works or temporary works or any of them.

2.9 EARNEST MONEY AND SECURITY DEPOSITS: Security deposit will be 10% of the contract value. Performance guarantee submitted by the contractor will be 3% of the contract value, balance 7% will be recovered from the running account bills.

2.9.1 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
- d. LOA to the successful bidder.
- e. The successful bidder will have to submit a 3% Bank Guarantee as Performance guarantee which shall be submitted within 15 days of issue of Letter of Intent.

f. 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 with in 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.

g. PERFORMANCE GUARANTEE:

The successful bidder/contractor shall provide to the employer a total performance security of three percent [3%] of the Contract price covering initially the time period of completion of installation work plus 90 days within 15 day after issue of Letter of acceptance but before signing the contract.

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

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

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

REFUND OF PERFORMANCE GUARANTEE AMOUNT: Further, the contractor has to furnish No Claim Certificate to ITI LTD at the time of claiming refund of performance guarantee amount after completion of defects liability period of 12-months.

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

2.9.2 INTEREST ON ACCOUNTS:

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

2.10 TIME LIMITATION:

2.10.1 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 dated 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 dated fixed for completion of the works.

2.10.2 DELAY AND EXTENSION OF TIME:

If the contractor has delayed at any time in the progress of the works by any act or neglect of the employees of the company or by any other contractor employed by the company or by strikes, lockouts, Pandemic, fire unusual delay in transportation unavoidable casualties of any cause beyond the contractor's control, or by delays authorized by the Engineers pending arbitration or by any cause which the Engineer shall decide to justify the delay, then the time of completion of the works shall be extended for such reasonable time as the Regional Project Manager of ITI LTD or designated Engineer may decide.

2.10.3 EXTENSION OF TIME ON COMPANY ACCOUNT:

In the event of any failure or delay by the company to hand over the contractor possession of the lands, necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the company due to any other cause whatsoever, then such failure of 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.

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

The time for completing the works or portions where by their respect dates or extended dates fixed for their completion shall be deemed to be the essence of the contract, and if the contractor shall fail to complete the work within the time prescribed, the company shall if satisfied that the works can be completed by the contractor within a reasonable short time thereafter be entitled , without prejudice to any other right or remedy available on that behalf, to recover by way of ascertained and liquidated, damages, a sum equivalent to ONE PERCENT of the contract value of the works or portion thereof for each week or part of week the contractor is in default even though the contract as a whole is completed by the date specified in the contract for any time or group of items of works and allow the contractor such further extension of time for the whole work of portions thereof as the Engineer may decide , if the company is not satisfied that the works can be completed by the contractors and in the event of failure on the part of the contractor to complete the works

with in the further extension of time allowed as aforesaid the company shall be entitled without prejudice to any other right or remedy available on that behalf, to appropriate the contractors security deposit and rescind the contract, whether or not actual damage is caused by such default. The amount of compensation will be adjusted or set off against any sum payable to the contractor under this or any other contract provided always that the entire amount of compensation to be paid under this clause shall not exceed 10 % of the contract value as a whole.

2.11 ILLEGAL GRATIFICATION:

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

2.12 EVERYTHING AT CONTRACTOR'S RISK:

2.12.1 The contractor shall undertake all risks and liabilities of whatsoever nature arising out of the works including by way of implications but not by way of limitations all risks attendant on the nature of site. Also all risk of fire, Earthquakes, riots, war, gales, storms, winds, Rains traffic delays and any other causes of whatsoever nature whether within or beyond contractor's control, which may affect or damage the works during the installation and all damages which may happen on any way howsoever to the works shall be made good by the contractor at his own risk and costs.

2.12.2 INSURANCE OF WORK:

Unless otherwise instructed by the accepting authority the contractor shall on signing the contract ensure 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 re-installation after fire shall be entitled to such extension of time for completion as the Engineer may deem fit.

2.13 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 Regional Project Manager of ITI LTD or designated Engineer /Army Rep in writing.

2.14 WORK SITE ORDER BOOK:

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

3.0 EXECUTION of WORKS:

3.1 CONTRACTOR'S UNDERSTANDING:

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

3.1.2 COMMENCEMENT OF WORKS:

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

- Before commencing the work, the vendor shall provide necessary identification documents (like Aadhar card, DL etc any Govt. approved identification) of their representatives who will be deputed for Site survey visits and Execution of preventive maintenance works/Fault rectification so as to obtain necessary security clearance from Defence Forces.
- The selected vendor shall be ready to start preventive maintenance works/Fault rectification immediately after the release of Work Order.
- The duration for the completion of each site should not exceed 02 days ODU fitment in case of fault rectification or XPIC installation & Commissioning.
- Cost of labour accommodation, fooding and freight of materials shall be borne by the vendor.
- The vendor shall have the ability to deploy multiple teams to carry out the work at different places within stipulated time frame.
- Safety measures should be taken care by Vendor for their man power during installation work on tower. However ITI LTD is not responsible to any type of safety negligence of the contractor representative.

3.1.3 TIME AND PROGRESS CHART:

- a. A detailed time and progress chart for the execution of various items of work within the overall period of completion shall be prepared jointly by the Engineer and the contractor, signed by both the parties and shall adhered to.

- b. Contractor shall mobilize and employ sufficient resources for completion of all the works. 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.
- c. 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.

3.1.4 IF THE WORK(S) BE DELAYED BY

- i. Force Majeure or
- ii. Abnormally bad weather or
- iii. Serious loss or damage by fire, or
- iv. Civil commotion, local commotion of workmen, strike, or lock out, affecting any or the trades employed on the work or
- v. Delay in part of other contractors or tradesmen engaged by Engineer – in –charge in executing work not forming part of the contract or
- vi. Any other cause which, in the absolute discretion of the ITI LTD 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 Regional Project Manager(A) of ITI LTD or designated Engineer in charge to proceed with the works

3.2 COMPLIANCE TO ENGINEER'S INSTRUCTIONS:

3.2.1 The Regional Project Manager(A) of ITI LTD or designated Engineer shall direct the sequence in which the several parts of the works shall be executed and the contractor shall execute without delay all orders given by the Engineer from time to time but the contractor shall not be relieved thereby from his/their responsibility for the due performance of the works in all respect.

3.2.2 ALTERATIONS TO BE AUTHORIZED:

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

3.2.3 EXTRA WORKS BY ANOTHER AGENCY:

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

3.2.4 SEPARATE CONTRACTS IN CONNECTION WITH THE WORKS:

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

3.3 INSTRUCTION OF ENGINEER'S REPRESENTATIVE:

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

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

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

3.4 WORK ON DURING NIGHT:

The Contractor shall not carry out any work between sunset and sunrise.

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

The contractor shall be responsible for all risk to the works and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or any other property of the Company of the lives, persons connection with the works until they are taken over by the company and this although all reasonable and proper precautions may have been taken by the contractor, and in case the company shall be called upon to make good any such costs, loss and damages, or to pay compensation (including that payable under the provisions of the workman's thereof) to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omission of the part of the contractor the amount of any costs or charges (including costs of charges in connection with legal proceedings), which the company may incur in reference thereof shall be charges to the contractor. The company shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation or legal proceedings being

instituted consequent on the action or default of the contractor, to take such steps as may be considered necessary or desirable to word off or mitigate the effect of such proceeding, charging to the contractor, as aforesaid any sum or sums or money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payments, defense or compromise and the incurring of any such expenses shall not be called in question by the contractor.

3.6 ACCOMODATION FOR WORKERS:

The contractor shall at his own expenses provide the accommodation for the workers deployed for execution of Work. The Company shall not hold any responsible for the above.

3.7 PROVISION OF EFFICIENT AND COMPETENT STAFF:

The contractor shall place and keep on the works at all-time efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in proper manner and within the stipulated time period.

3.8 URGENT WORKS:

3.9.1 WORKMANSHIP AND INSTALLATION:

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

3.9 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 at all times have free access to every part of the works and to all places at which materials for the works are stored or being prepared.

3.10 SUPPLY OF TOOLS AND MATERIALS:

All required tools and materials for successful erection, installation is in contractor's scope. Any type of missing of tools and materials need to be taken care by contractor, ITI LTD is not responsible for any type of missing of tools and materials

3.11 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 all structures and shall ensure that no damages, injury or loss is caused or likely to be caused to any person or property. However, if any damages, injury or loss are caused, that shall be in Contractors account.

3.12 SAFETY OF MANPOWER:

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

3.13. HANDING OVER OF WORKS:

The contractor shall be bound to hand over the works executed under the contract to ITI LTD complete in all respects to the satisfaction of the Engineer. The ITI LTD 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 any particular section of the work shall have been completed, and the contractor shall be bound to observe any such determination of the Engineer.

3.15 CLEARANCE OF SITE ON COMPLETION:

On the completion of the works the contractor shall clear away and remove all surplus materials of every kind from the site and leave the whole of the site and works clean to the satisfaction of ITI LTD.

4.1 POWER OF MODIFICATIONS TO CONTRACT:

4.1.1 VARIATION IN QUANTITIES:

The decision of the Engineer-in-charge/ Regional Project Manager(A) of ITI LTD in the matter will be final and binding.

5.0 CLAIMS:

5.1 SUBMISSION OF BILLS:

The contractor shall submit the bills in quadruplicate on the prescribed form(s) of the company. The payment will be made as per the actual work carried out as per the Instructions of Engineer-Incharge/ Regional Project Manager of ITI LTD.

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

6.0 CERTIFICATES AND PAYMENTS:

6.1 QUANTITIES IN SCHEDULE ANNEXED TO CONTRACT:

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

6.2 MEASUREMENTS OF WORKS:

The contractor shall be paid for the works at the rates in the accepted schedule of rates as the Payment terms of the tender.

6.3 ON ACCOUNT PAYMENTS:

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

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

6.3.2 ROUNDING OFF AMOUNTS:

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

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

'On Account' payments made to the contractor shall be without prejudice to the final making up of the accounts and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of work having been executed nor of the manner of its execution being satisfactory.

6.3.4 MODE OF PAYMENT:

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

Or

Payments shall be made through RTGS/NEFT. The contractor shall always give a stamped receipt duly signed in token of payment of any sums by the company.

6.4 PAYMENT:

6.4.1 FINAL PAYMENT:

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

consequence of the works, have been properly replaced and made good and all expenses and demands incurred by or made upon the company for or in the respect of damage or loss by, from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.

6.4.2 REFUND OF SECURITY DEPOSIT:

Security deposit shall be refunded to the contractor on the Regional Project Manager of ITI LTD or designated Engineer certifying in writing that the work has been completed as per Conditions here to etc. On expiry of the defect's liability period or on payment of the amount of the final bill payable in accordance with condition whichever is later, the Regional Project Manager of ITI LTD or designated Engineer shall on demand from the contractor refund to him the remaining portion of the security deposit provided the Deputy General Manager(A)of ITI LTD or designated Engineer is satisfied that there is no demand outstanding against the contractor.

6.5 SIGNATURE ON RECEIPTS FOR AMOUNTS:

Every receipts for moneys which may become payable or for any security which may become transferable to the contractor, under these presents, shall not withstanding anything to the contrary contained in the partnership deed, if signed in the partners in name by any one of the partners of a contractors firm be a good and sufficient discharge to the company in respect of the money or security purported to be acknowledged, thereby and in the event of death of any of the contractor partners during the tendency of contract, it is hereby expressly agreed that every receipt by any one of the surviving contractor partners shall if so signed as aforesaid to be a good and sufficient discharge as aforesaid provided that nothing in this clause contained shall be deemed to prejudice shall be deemed to prejudices or affect any claim which the company may hereafter have against the legal representatives of the contractors partner so dying or in respect of any breach of any of the conditions of the contract, provided also that nothing in this clause contained shall be deemed to prejudice or affect the respective rights or obligations of the contractor partners and of the representatives of any deceased partner.

7.0 LABOUR:

LABOUR LAWS:

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

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

7.1 WAGES TO LABOUR:

The contractor shall comply with the provisions of the minimum wages act, (herein after referred to as the "said act") and the rules made there under in respect of any employees employed by him on preventive maintainance works/Fault rectification for Microwave any other work being executed for the company by the contractor for the purpose of carrying out this contract.

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

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

a) LABOUR SAFETY PROVISION:

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

The contractor shall at his own cost take all precautions to ensure safety of life and property by providing necessary, Safty belt, Helmet, safty shoes, during the progress of work as directed by Engineer in charge & Technicain should fit & trained to work on Tower.

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

The contractor shall at his own expense make adequate arrangements for the fooding, accommodation, to and fro, local conveyance, housing, supply of drinking water and provision of latrines and urinals for his staff and workmen if not available.

7.2 INSURANCE:

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

If and when the Employees State Insurance Act is made applicable to the site of works, the contractor agrees to and does hereby accept the full and exclusive liability for the compliance with all obligations imposed by the Employees State Insurance Act as modified from time to time and the contractor further agrees to ensure the compliance of all sub-contractors with the applications of the said Act. The contractor further agrees to defend, indemnify and hold harmless the company from any liability or penalty which may be passed by any State or Local Authority by reason of any asserted violations by the contractor or sub-contractors of the Employees State Insurance Act and

also from all claims, suits or proceedings that may be brought against the company arising under, occurring out of or be Central or State Government authorities, or any political sub divisions thereof. The company shall retain such sums as may be necessary from the total contract value until the contractor shall furnish satisfactory proof that all payments as required by the Employees State Insurance Act have been paid.

Safety of materials and Labour shall be in the scope of vendor. The Labour involved in the execution of the work shall be insured for any mishaps during the work. Neither ITI LTD nor Army will be responsible for any mishappening during the work. Vendor shall submit a declaration/Undertaking for the above in duplicate.

7.3 PROVISION OF PAYMENT OF WAGES ACT:

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

7.4 REPORTING OF ACCIDENTS TO LABOUR:

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

7.5 WORKMEN'S COMPENSATION:

7.5.1 PROVISION OF WORKMEN'S COMPENSATION ACT:

- i) Insurance shall be affected for all the contractor's Employees engaged in the performance of this contract. If any of the work is sublet, the contractor shall require the sub-contractor to provide workmen's compensation and Employee Liability Insurance for the latter's employees unless such employees are covered under the contractor's insurance, or by reason of the work provided for by this contract whether brought by employees of the contractor by third parties.
- ii) In every case in which by virtue of the provisions of the workmen's compensation Act, company is obliged to pay compensation to a workman employed by the contractor in

executing work the company will recover from the contractor the amount or the compensation so paid, and without prejudice to the right of company under the said Act, company shall be at liberty to deduct it from the security deposit or from any sums payable to the contractor, whether under this contract or otherwise company shall not be bound to contest any claim made against it under the said act except on the written request of the contractor and upon his giving to company full security for all costs for which company might become liable in consequence of contesting such claim.

7.6 LABOUR SAFETY:

7.6.1 COMPLIANCE TO RULES FOR EMPLOYMENT OF LABOUR:

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

7.6.2 PRESERVATION OF PEACE:

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

7.6.3 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.

7.6.4 USE OF INTOXICANTS:

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

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

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

8 DETERMINATION of CONTRACT:

8.1 RIGHT OF COMPANY TO DETERMINE THE CONTRACT:

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

8.2 PAYMENT ON DETERMINATION CONTRACT BY COMPANY:

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

8.3 DETERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACT:

If the contractor should –

8.3.1.1 Become bankrupt or insolvent

Or

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

Or

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

Or

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

Or

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

Or

8.3.1.6 Abandon the contract

Or

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

Or

- 8.3.1.8 Fail to 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.

Or

- 8.3.1.9 Fail to take steps to employ competent or additional staff and Labour as required.

Or

- 8.3.1.10 Fail to afford Engineer or Engineer's Representative proper facilities for inspecting the works or any part thereof as required.

Or

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

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

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

AND

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

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

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

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

- 8.3.2.1 The Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advance on account or with a view to the execution of the works of the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any work thereto or actually performed under the contract unless until the Engineer shall have certified the performance of such work and the value payable in respect where of any the Contractor shall only be entitled to be paid the value so certified.
- 8.3.2.2 The Engineer or the Engineer's representative shall be entitled to take possession of any materials, tools, implements, preventive maintenance works /fault rectification or on the property on which these are being or brought to have been executed, and to retain and employ the same in the further execution of the works or and part thereof until the completion of the works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.
- 8.3.2.3 The Engineer shall as soon as may be practicable after removal of the Contractor fix and determine ex-parte or by or after reference to the parties or after such investigation or inquiries as he may consider fit to make or institute and shall consider fit to make or had at the time 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 and temporary works upon the site.
- 8.3.2.4 The Company shall not be liable to pay to the Contractor any money on account of the contract until the expiration of the period of maintenance and thereafter until the cost of completion and maintenance damages (if any), and all other expenses incurred by the Company have been ascertained and the amount thereof certified by the Engineer. The Contractor shall then be entitled to receive only such sum or sums (if any) as the Engineer may certify would have been due to him upon due completion by him after deducting the said amount, but if such amount exceeds the sum which would have been payable to the Contractor, shall upon demand, pay to the Company the amount of such excess and it shall be deemed a debit by the Contractor to the Company and shall be recoverable accordingly.

8.3.3 TERMINATION OF CONTRACT ON 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 contractors firm on account of the cancellation of the contract. The decision of the company that the legal representative of the deceased contractor or the surviving partners of the contractor's firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation the company shall not hold the estate of the deceased contractor and/or the surviving partners of the contractor's firm liable for damages for not completing the contract.

8.4 EMPLOYMENT OF APPRENTICES:

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

9 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 LTD 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 LTD may at the request of the contractor, foreclose the contract without any liability to either party. In the event of such foreclosure the contractor shall not be entitled to any compensation whatsoever, If prior to such foreclosure the contractor has brought any materials to the site, the Engineer in charge shall always have the option of taking over all such materials at their purchase price or at the local current rates, whichever is lower.

10 SETTLEMENT OF DISPUTES:

10.1 MATTERS FINALLY DETERMINED BY THE COMPANY

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

10.2 DEMAND FOR ARBITRATION:

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

10.2.2 OBLIGATION DURING PENDENCY OF ARBITRATION:

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

10.2.3 ARBITRATION:

Except where otherwise provided for in the contract, all questions and dispute relating to the meaning of the specifications, designs, 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, 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/does 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

ANNEXURE- 1

Proforma of Agreement

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

Whereas the Contractors have by tender dated.....offered to execute and fully complete the intended works in connection with the Microwave preventive maintainaince works/Fault rectification work offor the company as set forth in the tender as amended and the design 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 design, 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 design, 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 design, 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 designs ,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 witnesses that the CONTRACTORS hereby covenant with the COMPANY that in the event of the non-fulfillment in any respect by the CONTRACTORS of the said covenants, terms, agreements, obligations will pay to the COMPANY all loss, damages, costs, charges and expenses as the COMPANY may be directly or indirectly put to in consequence of such non-fulfillment by the CONTRACTORS.
4. If the CONTRACTORS fail to perform the contract or carry out the contract to the satisfaction of the COMPANY within the period fixed for the purpose or at any time repudiates the contract before the expiry of such period, the Additional General Manager (A) or any officer of the COMPANY so authorized may, without prejudice to the right of the COMPANY to recover from the CONTRACTORS damages for the breach of the contract, terminate the contract as a whole or terminate a part of the contract at the risk and cost of the CONTRACTORS without prior notice and get the balance work executed through some other agencies and held the CONTRACTORS liable for all the losses and expenses incurred by the COMPANY. The decision of the Additional General Manager (A) 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 no dated..... the general terms and conditions, special conditions, the specifications, the priced bill of quantities, the schedule of rates and prices, and the acceptance letter no..... dated.....all of which for identification have been signed by theon 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

ITI LTD.

(A Government of India Enterprise)

Network Systems Unit, Dooravaninagar

BENGALURU – 560 016.

NON-DISCLOSURE AGREEMENT

This Agreement is made on _____ day of _____ 2026 between ITI LIMITED, NETWORK SYSTEMS UNIT a Government of India Enterprise, having its registered and corporate office at ITI BHAVAN, DOORAVANINAGAR, BENGALURU – 560 016. hereinafter called ITI LIMITED which expression shall unless repugnant to the subject or the context mean and included its successor, nominees or assigns and M/s _____ a company incorporated under the Indian Companies act, 1956, and having its registered office at _____ herein after called “Bidder” which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

Whereas a Tender was floated by ITI LIMITED for LMC of microwave ODU & Antenna Installed at microwave tower, 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 constitutes the entire agreement with respect to the Bidder's obligations in connection with information disclosed hereunder.
10. The Bidder shall not assign this Agreement without first securing ITI LIMITED's written consent.
11. This agreement will remain in effect for three 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: for LMC of Microwave ODU & Antenna Installed at Microwave Tower for Microwave System

- 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's shared in oral or in written by ITI Limited with M/s -----

For ITI Limited

Name-----

_____ Signature-----

For M/s-----

Name-----

Signature-----

ANNEXURE- 3

PRE CONTRACT INTEGRITY PACT

PURCHASE ENQUIRY/ORDER No.

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

BETWEEN:

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

AND:

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

Preamble

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

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

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

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

SECTION 1 – COMMITMENTS OF THE PRINCIPAL

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

- a. No employee of the Principal, personally or through family members, will in connection with the tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.
- b. The Principal will, during the tender process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Actor if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

SECTION 2 – COMMITMENTS OF THE BIDDER/CONTRACTOR

2.1 The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the tender process and during the execution of the contract.

- a. The bidder(s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The bidder(s)/contractor(s) will not enter with other bidders/contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The bidder(s)/contractor(s) will not commit any offence under IPC/PC Act, further the bidder(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Bidder(s)/Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. The Bidder(s)/Contractor(s) will not bring any outside influence and Govt bodies directly or indirectly on the bidding process in furtherance to his bid.
- g. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

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

- 3.1 If the Bidder(s)/Contractor(s), during tender process or before the award of the contract or during execution has committed a transgression in violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify Bidder(s)/ Contractor(s) from the tender process.
- 3.2 If the Bidder(s)/Contractor(s), has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklisting for future tender/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of transgression, the position of the transgressor within the company hierarchy of the Bidder(s)/Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.
- 3.3 The Bidder(s)/Contractor(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.

3.4 A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that on the basis of facts available there are no material doubts.

3.5 The decision of the Principal to the effect that breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s) shall be final and binding on the Bidder(s)/ Contractor(s), however the Bidder(s)/ Contractor(s) can approach IEM(s) appointed for the purpose of this Pact.

3.6 On occurrence of any sanctions/ disqualifications etc arising out from violation of integrity pact Bidder(s)/ Contractor(s) shall not be entitled for any compensation on this account.

3.7 subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/ Contractor(s) could be revoked by the Principal if the Bidder(s)/ Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption preventative system in his organization.

SECTION 4 – PREVIOUS TRANSGRESSION

4.1 The Bidder(s)/ Contractor(s) declares that no previous transgression occurred in the last 3 years immediately before signing of this Integrity Pact with any other company in any country conforming to the anti-corruption/ transparency International (TI) approach or with any other Public Sector Enterprises/ Undertaking in India of any Government Department in India that could justify his exclusion from the tender process.

4.2 If the Bidder(s)/ Contractor(s) makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Section-3 of the above for transgressions of Section-2 of the above and shall be liable for compensation for damages as per Section- 5 of this Pact.

SECTION 5 – COMPENSATION FOR DAMAGE

5.1 If the Principal has disqualified the Bidder(s)/Contractor(s) from the tender process prior to the award according to Section 3 the Principal is entitled to forfeit the Earnest Money Deposit/Bid Security/ or demand and recover the damages equivalent to Earnest Money Deposit/Bid Security apart from any other legal that may have accrued to the Principal.

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

SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS

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

6.2 The Bidder(s)/Contractor(s) undertakes to get this Pact signed by its sub-contractor(s)/sub-vendor(s)/associate(s), if any, and to submit the same to the Principal along with the tender document/contract before signing the contract. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the provisions laid down in the Integrity Pact Agreement by any of its sub-contractors/sub-vendors/associates.

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

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

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

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

8.1 The Principal appoints competent and credible Independent External Monitor(s) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.

8.3 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents Bidder(s)/Contractor(s) with confidentiality.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Bidder(s)/Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.

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

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

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

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

IEM I

Shri Atul Jundall, IFS (Retd.)
3/10 Vishesh Khand Opp. Little Friend School
Gomti Nagar, Lucknow-226010(UP)

IEM II

Shri Benny John, IRS (Retd.),
Villa No. 36, Kent Plam Villas,
Fort Valley Township, Athani,
Kakkanad, Ernakulam, Kerala- 682 030

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

SECTION 9 – FACILITATION OF INVESTIGATION

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

SECTION 10 – LAW AND JURISDICTION

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

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

SECTION 11 – PACT DURATION

11.1 This Pact begins when both the parties have legally signed it. It expires after 12 months on completion of the warranty/guarantee period of the project / work awarded, to the fullest satisfaction of the Principal.

11.2 If the Bidder(s)/Contractor(s) is unsuccessful, the Pact will automatically become invalid after three months on evidence of failure on the part of the Bidder(s)/Contractor(s).

11.3 If any claim is lodged/made during the validity of the Pact, the same shall be binding and continue to be valid despite the lapse of the Pact unless it is discharged/determined by the Chairman and Managing Director of the Principal.

SECTION 12 – OTHER PROVISIONS

12.1 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate Office of the Principal at Bengaluru.

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

12.3 If the Bidder(s)/Contractor(s) or a partnership, the pact must be signed by all consortium members and partners.

12.4 Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

12. 4 The action stipulates in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

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

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

.....
(Name & Designation)

.....
(Name & Designation)

Witness

Witness

1).....

1).....

2).....

2).....

ANNEXURE- 4

EMD BANK GUARANTEE PROFORMA

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

Tender for LMC for Microwave ODU & Antenna Installed at Microwave Tower for Microwave System.

Ref: ITI/NSU/ASCON Ph-IV/MW/ODU & Antenna/LMC

Date: 19-08-2026

9. Notwithstanding anything contained in the foregoing clauses, our liability under this guarantee is restricted to Rs. _____ (Rupees. _____) and our guarantee shall remain in force until _____ (Date of expiry of Bid validity). Unless a demand is made against us to enforce a claim under this guarantee within three months from the date of expiry of Bid validity, all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liability hereunder.

PLACE:

For _____ (indicate the name of Bank)

DATE:

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 three months** from the date of opening of the tender. **[90 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 behavior	

Date, Name, & Designation,**Signature with Seal of the Issuing Authority**

ANNEXURE-7**TURN OVER FOR LAST TWO YEARS.**

Sl.no.	Financial year	Turnover	Average of three years
1	2023-24		
2	2024-25		
3	2025-26		
		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.

Sl.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 5 YEARS

Sl. No.	Name of work	Scope of services	Value of work	Date of start/compl etion	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	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

BANK GUARANTEE PROFORMA

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

Tender for LMC for Microwave ODU & Antenna Installed at Microwave Tower for Microwave System.

Ref: ITI/NSU/ASCON Ph-IV/MW/ODU & Antenna/LMC

Date: 19-08-2026

restricted to Rs.....(Rupees.....) and our guarantee shall remain in force until (Date of expiry of warranty period + 60 Days). Unless a demand is made against us to enforce a claim under this guarantee within twelve months from the date of expiry of warranty period, all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liability hereunder.

PLACE:

DATE:

For (indicate the name of Bank)

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,
Addl. General Manager(MM-NSU)
NS Unit, F-100
ITI Limited.
Bangalore-560 016

Sub: For LMC for Microwave ODU & Antenna Installed at Microwave Tower for Microwave System

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

CHECK LIST FOR THE SUBMISSION OF TENDER:
Whether the following documents are enclosed:

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

Note: Bidder has to take notice of the above points and checkmark Yes / No. The checklist shall be placed in the technical bid. The bidder is expected to examine and comply all requirements, terms and conditions of the tender. Failure to furnish required information in every respect or non-submission of necessary proof and relevant document of EMD amount and Solvency certificate may lead to rejection of the bid.

Tender for LMC for Microwave ODU & Antenna Installed at Microwave Tower for Microwave System.

Ref: ITI/NSU/ASCON Ph-IV/MW/ODU & Antenna/LMC

Date: 19-08-2026

ANNEXURE- 15

हिंदी केवल एक भाषा नहीं बल्कि हमारी राष्ट्रीय पहचान है।

आईटीआई लिमिटेड

नेटवर्क सिस्टम्स यूनिट - विल
दूरवाणीनगर, बेंगलूरु - 560 016, भारत
फोन : +91 (80) 2566 0503
: +91 (80) 2565 1714
ई.मेल : cfm_nsu@itilttd.co.in
वेबसाइट : www.itilttd.in
CIN No. : L32202KA1950GOI000640

**ITI LIMITED**

Network Systems Unit - Finance
Dooravaninagar
Bengaluru-560 016, India.
Tel : +91 (80) 2566 0503
: +91 (80) 2565 1714
E-mail : cfm_nsu@itilttd.co.in
Website : www.itilttd.in
GSTIN No. : 29AAACI4625C2ZU

RTGS/NEFT/ECS Mandate Form

1	Name of the Beneficiary	M/s ITI Limited - Network Systems Unit
2	Beneficiary Address	Regd. & Corporate Office, ITI Bhavan, Dooravaninagar, Bangalore 560016
3	Bank Account No.	10637729843
4	IFSC Code	SBIN0009077
5	a) Bank Name	State Bank of India
	b) Branch Name	Industrial Finance Branch
	c) Branch Address	Residency Road, Bangalore - 560025
6	Type of Account	CC Account
7	PAN No.	AAACI4625C
8	Bank MICR Code	560002059

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

Date: 12/06/2024

Authorised Signatories
KANCHANA
Dy. Finance Manager
Network Systems Unit,
ITI Limited, Dooravaninagar,
Bangalore - 560016

Certified that the particulars furnished above are correct as per our records.

For STATE BANK OF INDIA

Manager
ITI Limited, Dooravaninagar, Bangalore - 560 025

Date:

Signature of Bank Manager
With Bank Seal

पंजीकृत एवं निगमित कार्यालय : आईटीआई भवन, दूरवाणीनगर, बेंगलूरु - 560016, भारत फोन : +91 (080) 2561 4466, फैक्स : +91 (080) 2561 7525
Registered & Corporate Office : ITI Bhavan, Dooravaninagar, Bengaluru - 560016, India Phone: +91(080) 2561 4466, Fax: +91(080) 2561 7525
TIN : 29980058837 GSTIN : 29AAACI4625C2ZU CIN : L32202KA1950GOI000640 Visit our Website : www.itilttd.in

ANNEXURE- 16

Tender Ref No:

Dated:

BID SECURITY DECLARATION FORM

<Letter head of the bidder>

<Date>

To
ITI LIMITED,
Bangalore

I/We, the undersigned, declare that:

I/We understand that bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because

I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity or its extended period, if any; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
(i) fail or reuse to execute the contract, if required, or
(ii) fail or refuse to furnish the Performance Bank Guarantee, in accordance with the Instructions to Bidders.

c) If the bidder is found indulging in any corrupt, fraudulent or other malpractice in respect of the bid; or

d) If there is a discrepancy between words and figures quoted by the bidder and the bidder does not accept that the amount in words prevails over amount in figure.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder,

upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed:

(Insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name:

(Insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____(insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a consortium, the Bid Securing Declaration must be in the name of all partners to the consortium that submits the bid)

-----END OF SECTION –VI -----

SECTION VII

SPECIAL CONDITIONS

General

- 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 Additional General Manager (A) of ITI LTD or designated Engineer.
- 3** The rates quoted in the bill of Quantities are to be for the full inclusive value of the work described under the several items, including all costs and expense which may be required in and for the construction and full protection of the work described, together with all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based. The quoted rates will be for all heights, lifts, and leads unless otherwise mentioned specifically in the description of them.
- 4** The quantities of work in the schedule are not to be considered as limiting the amount of work to be done by the contractor. The quantities are an estimate of the amount of work to be executed and the work will be measured on completion and the Contract amount adjusted accordingly.
- 5** **The quantity variation: quantities given in the tender documents may increase/decrease up to any extent. However, rates shall remain firm for variation in quantities whatever may be the percentage of increase or decrease in the quantities of any item. Rates shall remain firm even if certain items are required to be deleted. No claim in this regard admissible.**
- 6** The contractor shall fully cooperate with all personal and agencies engaged by ITI Ltd for carrying out the other works. However, in case of any discrepancy in the items given in the schedule of the quantities appended with the tender and relating to the relevant item, the former shall prevail unless otherwise given in writing by the Engineer in charge.
- 7** General directions and descriptions of work and materials have given elsewhere in the contract documents are not necessarily repeated in the Schedule. Reference is to be made to the other documents for full information.
- 8.1** The contractor will be held to have visited the site before preparing the tender and to have examined for himself the conditions under which the work will be carried out, including local conditions affecting labor and to have studied the items of the bill of quantities, 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.

- 8.2 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 Deputy General Manager(A) of ITI LTD or designated Engineer.
- 8.3 Specification shall include relevant provisions in all the following shall be supplementary to each other. In the case of conflict amongst the provisions for any item of work in the various documents under reference, the Latest Indian Standard Specifications and code or practice shall be followed. If Specifications for any item of work are not covered by any of the documents mentioned in para above the same shall be decided and conveyed by the Additional General Manager (A) of ITI LTD or designated Engineer to the contractor.
- 9.1 In case of conflict amongst the provisions of the bill of quantities, specifications the following precedence shall be followed.
- a) Descriptions of the item in the bill of quantities.
 - b) Provisions in the specifications, Special conditions, if any.
- 9.2 In the case of conflict amongst the various drawings, the decisions of the Additional General Manager (A) of ITI LTD or designated Engineer shall be final and binding.
- 9.3 Samples of all the materials and workmanship proposed to be employed in the execution of works shall be got approved by the Additional General Manager (A) of ITI LTD or designated Engineer in writing. The Engineer or his representative will reject all materials or workmanship not corresponding in quality or character with the approved samples. All expenses in this connection shall be borne by the contractor.

19 TECHNICAL STAFF:

The contractor shall employ the expert supervisor/Engineers for "LMC of Microwave ODU & Antenna Installed at Microwave Tower for Microwave System" for successful Installation.

- 19.1 The contractor shall make his arrangement for all equipment required for the execution of the job for successful Installation.

- 20 The contractor will also be required to furnish a Guarantee Agreement as per the format of ITI Limited in addition to the Submission of Bank guarantee.

21.0 TIME AND PROGRESS CHART:

- **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 30th day from date of issue of the work order to the Contractor. Time shall be the essence of the contract and the contractor shall ensure the completion of the entire work within the stipulated time of completion.
- Contractor shall mobilize and employ sufficient resources for completion of all the works within time frame mutually agreed. 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 schedule is approved by the Engineer —charge.

- During the currency of the work the contractor is expected to adhere to the schedule on milestone and total completion and this adherence will be part of the Contractors performance under the contract. During the execution of the work, the contractor is expected to participate in the review meetings with ITI Ltd. This review may be undertaken at the discretion of the 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 the site or any of the office of ITI LTD /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 to the contractor.
- The contractor shall submit progress reports in Excel sheet highlighting the status of various activities and physical completion of work on weekly basis to ITI LTD. The Contractor shall send completion report with necessary Documents to the office of Engineer in charge of ITI LTD in writing within a period of 15 days of completion of work.

22.0 INDIAN STANDARDS:

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

Signature of The Contractor

Date

-----END OF SECTION –VII -----

SAFETY CODES (Section-VIII)

1. All necessary personal safety equipment as considered adequate by the Deputy General Manager(A) of ITI LTD or designated Engineer shall be available for use of persons employed on the site and maintained in a condition suitable for immediate use, and the sub Contractor shall take adequate steps to ensure proper use of equipment by those concerned.
 - a) Those engaged in handling any material which is injurious to eyes shall be provided with protective goggles, further for safety all required PPE need to provide by the contractor.
 - b) Those engaged in welding works shall be provided with welder's protective eye-shields.
 - c) The Contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Whenever men above age of 18 are employed on the work of lead painting the following precautions shall be taken.
2. When work is done nearer any place where there is risk of drowning, all necessary equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision made for prompt first aid and treatment of all injuries likely to be sustained during the course of the work.
3. To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the sub Contractor shall be open to inspection by the Deputy General Manager(A) of ITI LTD or designated Engineer or his representatives and the Inspecting Officers as defined in the Contract Labour Regulation.

-----END OF SECTION –VIII -----

SECTION -IX
[PART-II]

PRICE BID

Tender for LMC for Microwave ODU & Antenna Installed at Microwave Tower for Microwave System.

Ref: ITI/NSU/ASCON Ph-IV/MW/ODU & Antenna/LMC

Date: 19-08-2026

PRICE BID/SCHEDULE OF QUANTITIES

Price Bid for LMC for Microwave ODU & Antenna Installed at Microwave Tower for Microwave System

S.No	Description of work	Unit Price in Rupees excluding GST	Total Qty's	Total Cost in Rs
1	LMC for Microwave ODU & Antenna Installed at Microwave Tower.			
	Fixed Cost:			
	Cost of Preventive Maintenance (including consumables) one time in one year.		1 x nos of sites	
	Variable Cost:			
	(a) Cost of Fault based site visit upto 25		25 (As per requirement)	
	(b) Cost of Fault based site visit above 25		As per requirement	
	(c) Cost Antenna Alignment if required (Size of antenna 1.2m, 1.8m, 2.4m, 3m, 3.7m and 4.6m)		As per requirement	
	(d) Cost Antenna Mounting if required (Size of antenna 1.2m, 1.8m, 2.4m, 3m, 3.7m and 4.6m)		As per requirement	
	(e) Cost Antenna Dismantelling if required (Size of antenna 1.2m, 1.8m, 2.4m, 3m, 3.7m and 4.6m)		As per requirement	

Note:

1. The rate quoted will be basic cost excluding GST.
2. The fault-based cost will be calculated as per the requirement 25 is not fixed.
3. Evaluation of the tender will be based on the cost quoted above.
4. GST % alongwith HSN & SAC code
5. Separate price Bid required for all four group.

Tender for LMC for Microwave ODU & Antenna Installed at Microwave Tower for Microwave System.

Ref: ITI/NSU/ASCON Ph-IV/MW/ODU & Antenna/LMC

Date: 19-08-2026

THE END

Annexure C

LCIT									
LMC for Microwave ODU & Antenna Installed at Microwave Tower for Microwave System									
Tender Reference		Ref: NSU 6A 60H Dtd. 19.08.2026							
Name & Address of the Bidder		LMC for Microwave ODU & Antenna Installed at Microwave Tower for Microwave System-Group-1 (J&K Leh,Ladkh)							
Description									
Sl.No	Description of work	HSN/SAC Code	Unit Price in Rupees excluding GST	Total Qty's	Total Cost in Rs excluding GST	% of GST	GST Amount	Total Value in INR	
LMC for Microwave ODU & Antenna Installed at Microwave Tower.									
Fixed Cost:									
	Cost of Preventive Maintenance (including consumables) one time in one year.			1 x nos of sites					
Variable Cost:									
1	(a) Cost of Fault based site visit upto 25			25 (As per requirement)					
	(b) Cost of Fault based site visit above 25			As per requirement					
	(c) Cost Antenna Alignment if required (Size of antenna 1.2m, 1.8m, 2.4m, 3m, 3.7m and 4.6m)			As per requirement					
	(d) Cost Antenna Mounting if required (Size of antenna 1.2m, 1.8m, 2.4m, 3m, 3.7m and 4.6m)			As per requirement					
	(e) Cost Antenna Dismantelling if required (Size of antenna 1.2m, 1.8m, 2.4m, 3m, 3.7m and 4.6m)			As per requirement					
Total Value									

Note: (Relevant Columns to be filled with PERCENTAGE / NUMERICAL Values ONLY. Quoted Price is including Packing/Forwarding Charges (if any)and Frieght/Insurance Charges (if any))

Note:

- The tender will be evaluated based on the total price quoted in the price bid.
- The bidder has to quote for all the line items.

Signature
19/08/2026

Annexure C

LCI								LMC for Microwave ODU & Antenna Installed at Microwave Tower for Microwave System								
Tender Reference				Ref: NSU 6A 60H Dtd. 19.08.2026												
Name & Address of the Bidder																
Description				LMC for Microwave ODU & Antenna Installed at Microwave Tower for Microwave System-Group -2 (Panjab, Jammu, Himachal, Uttarakhand)												
Sl.No	Description of work	HSN/SAC Code	Unit Price in Rupees excluding GST	Total Qty's	Total Cost in Rs excluding GST	% of GST	GST Amount	Total Value in INR								
LMC for Microwave ODU & Antenna Installed at Microwave Tower.																
Fixed Cost:																
Cost of Preventive Maintenance (including consumables) one time in one year.																
Variable Cost:																
1	(a) Cost of Fault based site visit upto 25			1 x nos of sites												
	(b) Cost of Fault based site visit above 25															
	(c) Cost Antenna Alignment if required (Size of antenna 1.2m, 1.8m, 2.4m, 3m, 3.7m and 4.6m)															
	(d) Cost Antenna Mounting if required (Size of antenna 1.2m, 1.8m, 2.4m, 3m, 3.7m and 4.6m)															
	(e) Cost Antenna Dismantelling if required (Size of antenna 1.2m, 1.8m, 2.4m, 3m, 3.7m and 4.6m)															
														Total Value		

Note: (Relevant Columns to be filled with PERCENTAGE / NUMERICAL Values ONLY. Quoted Price is including Packing/Forwarding Charges (if any) and Freight/Insurance Charges (if any))

Note:

- The tender will be evaluated based on the total price quoted in the price bid.
- The bidder has to quote for all the line items.

20/08/2026
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Annexure C

LMC for Microwave ODU & Antenna Installed at Microwave Tower for Microwave System									
Tender Reference		Ref: NSU 6A 60H Dtd. 19.08.2026							
Name & Address of the Bidder									
Description		LMC for Microwave ODU & Antenna Installed at Microwave Tower for Microwave System-Group -3 (Rajasthan)							
Sl.No	Description of work	HSN/SAC Code	Unit Price in Rupees excluding GST	Total Qty's	Total Cost in Rs excluding GST	% of GST	GST Amount	Total Value in INR	
LMC for Microwave ODU & Antenna Installed at Microwave Tower.									
Fixed Cost:									
	Cost of Preventive Maintenance (including consumables) one time in one year.			1 x nos of sites					
Variable Cost:									
1	(a) Cost of Fault based site visit upto 25			25 (As per requirement)					
	(b) Cost of Fault based site visit above 25			As per requirement					
	(c) Cost Antenna Alignment if required (Size of antenna 1.2m, 1.8m, 2.4m, 3m, 3.7m and 4.6m)			As per requirement					
	(d) Cost Antenna Mounting if required (Size of antenna 1.2m, 1.8m, 2.4m, 3m, 3.7m and 4.6m)			As per requirement					
	(e) Cost Antenna Dismantelling if required (Size of antenna 1.2m, 1.8m, 2.4m, 3m, 3.7m and 4.6m)			As per requirement					
								Total Value	

Note: (Relevant Columns to be filled with PERCENTAGE / NUMERICAL Values ONLY. Quoted Price is including Packing/Forwarding Charges (if any)and Freight/Insurance Charges (if any))

Note:

- The tender will be evaluated based on the total price quoted in the price bid.
- The bidder has to quote for all the line items.

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Annexure C

LMC for Microwave ODU & Antenna Installed at Microwave Tower for Microwave System							
Tender Reference		Ref: NSU 6A 60H Dtd. 19.08.2026					
Name & Address of the Bidder		LMC for Microwave ODU & Antenna Installed at Microwave Tower for Microwave System-Group -4 (Arunachal, Assam, Sikkim, West Bengal)					
Sl.No	Description of work	HSN/SAC Code	Unit Price in Rupees excluding GST	Total Qty's	Total Cost in Rs excluding GST	% of GST	Total Value in INR
LMC for Microwave ODU & Antenna Installed at Microwave Tower.							
Fixed Cost:							
	Cost of Preventive Maintenance (including consumables) one time in one year.			1 x nos of sites			
Variable Cost:							
1	(a) Cost of Fault based site visit upto 25			25 (As per requirement)			
	(b) Cost of Fault based site visit above 25			As per requirement			
	(c) Cost Antenna Alignment if required (Size of antenna 1.2m, 1.8m, 2.4m, 3m, 3.7m and 4.6m)			As per requirement			
	(d) Cost Antenna Mounting if required (Size of antenna 1.2m, 1.8m, 2.4m, 3m, 3.7m and 4.6m)			As per requirement			
	(e) Cost Antenna Dismantelling if required (Size of antenna 1.2m, 1.8m, 2.4m, 3m, 3.7m and 4.6m)			As per requirement			
Total Value							

Note: (Relevant Columns to be filled with PERCENTAGE / NUMERICAL Values ONLY. Quoted Price is including Packing/Forwarding Charges (if any) and Freight/Insurance Charges (if any))

Note:

- The tender will be evaluated based on the total price quoted in the price bid.
- The bidder has to quote for all the line items.

Signature
19/08/2026