



(Tender no: ITI/BGP/CIVIL/GEM/25-26/0004)

TENDER DOCUMENTS FOR

Annual Maintenance Contract for Horticultural services-General maintenance of Gardens/Lawns/Fields/Nursery/Parks/Bungalows/road margins etc., in ITI Township and Factory areas for the year 2025 – 2026.

Tender Enquiry No: ITI/BGP/CIVIL/GEM/25-26/0004

Date of opening: 02/07/2025, 15.00 Hours

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Office of the DGM – CS, ITI Limited, Bangalore Plant.

ITI LIMITED, BANGALORE PLANT, BANGALORE – 16.

NOTICE INVITING TENDER

Sealed tenders are invited from contractors who fulfill qualifying criteria in stipulated in tender document for the following work:

Sl. No.	Description	Schedule
1	Tender Ref. No	ITI/BGP/ CIVIL /GEM/25-26/0004
2	Tender Publishing Date	18-06-2025
3	Last date of seeking Clarification by the bidder	30-06-2025
5	Pre-bid Meeting Date	27-06-2025, 11:00 AM
6	Last date for submission of Bid	02-07-2025, 15:00 Hours
7	Opening of Technical Bid	02-07-2025, 15:30 Hours
8	Bid Validity Period	180 days from the Tender opening
9	Period of Completion of Work	12 MONTHS
10	Tender Estimated Value	Rs.7362821/-
11	Earnest Money Deposit	Rs. 1, 47,256/- in the form of DD/BG in favor of ITI Limited payable at ITI Ltd., Bangalore Plant
12	Type Of Bid	Single Packet
13	Mode of submission	The Technical & Financial Bid shall be uploaded on https://gem.gov.in (online platform). Contact for support helpdesk-gem@gov.in or Helpdesk No. 1800-419-3436 / 1800-102-3436
14	Place of Opening of the Tender	Office of the DGM – CS

Note: Any modification /change / amendment / corrigendum if any, before opening the tender will be available only on the website <https://gem.gov.in> No separate information regarding this through other mode will be sent / published. Therefore, bidders are advised to keep visiting GeM Portal.

PRE-QUALIFICATION CRITERIA AND SUPPORTING DOCUMENTS

1. The Contractors having experience of executing above types of **Service Works Contract in Horticulture/ arboriculture** under a single contract may apply with detailed certificates / credentials to the Deputy General Manager (CS), ITI Bangalore Plant, Bangalore
2. Should be continuously making profit during last three years.
3. Annual average turnover of the Firm / company / Agency should be minimum Rs.22.08 Lakhs during the last three financial years.
4. Experience of having completed similar works during the last 3 years ending previous day of last date of submission of bids
 - Should have carried out minimum 1 similar work during last 03 years with work order value not less than 58.90 Lakhs.
- OR
- Should have carried out minimum 2 similar works during last 03 years with work order value (individually) not less than 36.81 Lakhs.
- OR
- Should have carried out minimum 3 similar works during last 03 years with work order value not less than 29.45 Lakhs.
5. The tenderer should have applicable Tax registrations (GST, PAN).
6. The tenderer should have valid GST No.
7. Income Tax Returns of the last 03 financial years in the name of the firm.
8. Tenderers should have a current / savings bank account with a scheduled commercial bank.
9. **The contractor should have a local office at Bangalore city, for day to day maintenance activity. The documentary evidence of the same along with GST registration & Labour License has to be submitted along with the bid. No undertaking on future establishment of office will be entertained. Bids without required documents will summarily be rejected.**
10. **Tender will be accepted by Two-Bid system through GeM Portal only.**
11. ITI Limited reserves the right to verify any or all the documents furnished by the tenderers with any authorities. ITI Limited also reserves the right to cancel any or all the applications without assigning any reason thereof.
12. Intending applicants are required to furnish details about their firm/organization, experience, competence etc. as per the proforma. Failing which shall lead to cancellation of application of tenderer.
13. While deciding upon the selection of tenderers, emphasis will be given on the ability and competence to do good quality work in accordance with the specifications and within the time schedule.
14. The Tender form should be signed by a person on behalf of the Firm/Organization, who is duly authorized to do so.

15. If the space in the Tender form is insufficient for furnishing full details, such information may be supplemented on a separate sheet of paper duly signed.
16. Applications containing false or inadequate information are liable for rejection and ITI Limited reserves the right to blacklist those agencies. Any agency blacklisted /debarred by ITI Limited will be ineligible to participate in the tendering process.
17. The Owner/ CEO/Authorized Representative should be available in person for weekly review meetings or as and when called by ITI Limited. In case of non-availability of Owner/CEO/ Authorized Representative for the said meetings on two or more occasions, ITI Limited reserves the right to terminate the contract.
18. Solvency Certificate and valid income tax clearance certificate are to be furnished. The minimum Solvency value of Rs.29.45 Lakhs to be furnished. Please note that the Solvency certificate issued by the Banks on or after Dec 2024 only will be considered.
19. Copies of Registration certificates of E.P.F., E.S.I.
20. The contractor is required to undertake the works of renovation and refurbished within the restriction of existing services such as fire alarm and fighting, Plumbing, air-conditioned duct, electricity cable etc.

PRE-QUALIFICATION RELATED INFORMATION			
Sr. No.	Criteria	Supporting documents to be submitted	Submitted (Yes / No)
1.	<p>The contractors who have Experience of having completed similar works during the last 3 years ending previous day of last date of submission of bids</p> <ul style="list-style-type: none"> Should have carried out minimum 1 similar work during last 03 years with work order value not less than 58.90 Lakhs OR Should have carried out minimum 2 similar works during last 03 years (with work order value (individually) not less than 36.81 Lakhs. OR Should have carried out minimum 3 similar works during last 03 years with work order value (individually) not less than 29.45 Lakhs 	Work orders and completion certificates in support of experience to be enclosed.	
2.	Should have working experience in Relevant field for at least 03years	Experience certificate from the clients /companies to be enclosed.	
3.	Name & registered address of Contractors	Supporting documents to be attached.	
4.	Important large similar contracts executed during the last 03 years by the firm together with approximate cost of the individual contract per annum. The full postal address of the client for whom the works have been executed shall also be given	As per the enclosed format (Part - II (a) - Previous Experience).	
5.	Important large similar services contracts in which the firm is engaged at present with estimated cost of the individual project. The full postal address of the client shall also be given	As per the enclosed format (Part - II (b) - Important projects in hand).	
6.	Whether working with any of the Govt. / Semi Govt. Undertaking/s as approved contractors and if so, furnish details.	As per the enclosed format (Part - II (a) or II (b) whichever is applicable).	
7.	Name & address of the Bank/Bankers of the firm	Attach a separate neatly typed sheet on the letter head.	
8.	Average annual financial turnover during last 3 years ending 31 March 2024.	Attach a separate neatly typed sheet on the letter head of Registered Chartered Accountant OR enclose copies of audited Balance Sheet and Profit & Loss Statement for the previous 3 financial years.	

P A R T – I BASIC INFORMATION

Sl.	Particulars	Information
1	Name of the organization	
2	Type of Organization Whether Proprietorship, Partnership etc. (Please enclose related documents)	
3	Name of the Proprietor/ Partners/ Directors in the Organization	
4	Copy of self-attested documents in respect of following details to be submitted by the firm: a) Registration (Firm, Company etc.) b) Details of GST No. c) Details of PAN No. d) Details of registration with ESI e) Details of registration with PF contribution d) Details of registration with Labour Department	
5	Experience in the respective field of work (Please enclose supporting documents) Years
6	Registered office address and telephone no.	
7	Kindly mention if your firm/ agency/ company is blacklisted/ debarred by ITI Limited along with relevant details	

PART – II (a)**PREVIOUS EXPERIENCE**

Name of the work with Work location	Nature of work involved in the contract	The full name, designation, address of the officer under whom the work was carried out	Contract Amount per annum (In Rs. Lakh)	Whether the contract period was left incomplete or contract was terminated from either side
(1)	(2)	(3)	(4)	(5)

* Attach a separate sheet, if required.

PART – II (b) WORK –IN - HAND

Name of the work with Work location	Nature of work involved in the contract	The full name, designation, address of the officer under whom the work was carried out	Contract Amount per annum (In Rs. Lakh)	Whether the contract period was left incomplete or contract was terminated from either side
(1)	(2)	(3)	(4)	(5)

* Attach a separate sheet, if required.



(Tender no: ITI/BGP/CIVIL/GEM/25-26/0004)

Information on Pre-Qualification Criteria
(To be submitted in Tenderer's own Letter head)

No.....

Date.....

To
The Deputy General Manager (CS)
ITI Limited, Bangalore Plant, Bangalore.

Dear Sir,

With reference to your tender notice invite dated 2025, I / We offer our services as a contractor for **Annual Maintenance Contract for Horticultural services-General maintenance of Gardens/Lawns/Fields/Nursery/Parks/Bungalows/road margins etc., in ITI Township and Factory areas for the year 2025 – 2026.**

All the desired information in the prescribed format i.e. format of technical bid, documents and certificates as required by you, are enclosed herewith for your perusal.

Thanking you.

Yours faithfully

(Signature of Authorized person on behalf of the Firm / Agency / Tenderer)

(Tenderer's S E A L)

**GENERAL RULES AND INSTRUCTIONS**

1. Sealed tenders are invited from the agencies (the word/ term shall also include “tenderer(s)”) for the work of **Annual Maintenance Contract for Horticultural services- General maintenance of Gardens/Lawns/Fields/Nursery/Parks/ Bungalows / road margins in ITI Township and Factory areas for the year 2025 – 2026.**
2. Tender documents consisting of details like specification of works and schedule of quantities of the various items of work to be done and the set of terms and conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents are attached hereto.
3. The rates shall be quoted with the option to ITI Limited for renewal for subsequent years on yearly basis at the end of each financial year without any increase in rates quoted.

Note: Validity of the offer would be 180 days from the date of opening of the tenders. However, the rates quoted by the successful bidder would be firm up to the end of the contract period.

4. Special care should be taken to write the rates in figures as well as in words and the amounts in figures only, in such a way that interpolation is not possible. However, if a discrepancy is found,
- The rates which correspond with the amount worked out by the tenderer shall unless proved otherwise be taken as correct.

(OR)

- where the rates quoted by the tenderer in figures and in words tally but the amount is not worked out correctly, the rates quoted by the tenderer will unless proved otherwise be taken as correct and not the amount.
- In the case of any error or omissions in the quoted rates, and if the tender is issued in duplicate, the rates quoted in the tender marked "Original" shall be taken as correct.
- All corrections such as cuttings, interpolations, omissions and over-writing shall be numbered as 'c'/'i'/'o' and 'ow' and initialed and total such c/i/o on each page certified at the end of the page with grand total at the end of the bill/schedule of quantities.

5. Area of Operation:

<u>Location</u>	<u>Approx. Area in Acres</u>
a) CMD's Bungalow A-1 Central Avenue	: 3.50 Acres
b) Director's Bungalow A2 , A3 , A 4, A5, and A16	: 0.42 to 1 Acre (each)
c) Management Bungalow A-8, A-9, A-10, A-11, A-12, A-13, A-14, A-15 and A-17	: 0.14 to 0.37 Acres (each)
c) Nehru Park A area, B Area Children Park Periodical maintenance	: 9.75 Acres
d) Guest House, A 6 &A7	: 1.25 Acres
d) Factory area F-100 Admin area park,	
e) New Reception area, VIP Roads & Nursery in	: 2.00 Acres Factory area etc.
f) Corporate Office	: 1.50 Acres

6. Period of the Contract :

TWELVE (1 2) MONTHS from the date of issue of work order.

7. Special Terms and Conditions:

- a) The contractor should make his own arrangement for tools and accessories required for the work. The contractor should arrange to preserve his materials as well as materials if any issued by the Company at his own custody and risk.
- b) The contractor is required to inspect the site of work before submitting the tender and it will be deemed that they are fully conversant with the site conditions.
- c) The gardening activities shall be assigned to his labour / staff by the contractor and shall be executed satisfactorily as instructed by the department and as per scope of work.
- d) Free water would be provided at the nearest points for carrying out connected work.
- e) The contractor should arrange the works in the shifts stipulated subject to security checks and restrictions.
- f) A register of labour / attendance should be maintained by the contractor for verification by the statutory authorities whenever required.
- g) The contractor has to comply with statutory provisions of Central Government of India, Ministry of Labour & Employment, such as obtaining labour license, payment of minimum wages, ESI, PF etc., to their labourers indicating their ESI / Nos. etc, to the Department / Company. The successful contractor should submit the labour license before commencement of work.
- h) The contractor should ensure that all welfare / safety procedures are strictly followed and required amenities are provided to the labourers deployed by him.
- i) The consumable materials required for the work shall be arranged at park, tank office, A1- CA Park in township. The contractor has to collect the same as and when required.
- j) The contractor shall be responsible for any damages caused to the Company's property by the labourers so engaged and the same will be made good at his risk and cost.
- k) The contractor shall be responsible for safe guarding the plants, flowers from any damages during the contract period.
- l) The rate quoted shall include all Taxes / Levies including ESI, PF and Administrative charges and GST etc., imposed by the State / Central Government from time to time as applicable.
- m) The contractors are requested to quote the rates both in figures and words.
- n) ITI Limited reserves the right to reduce / extend the scope of work / period of the contract.
- o) The contractor should employ the required number of persons to carry out the work specified under scope of work on all working days. [8.0 hour per day] in all shifts (A, B, C and G as per requirement)

8. Requirement of ESI, PF, GST, Service, other taxes and payments :

- a) The contractors are required to comply with statutory contribution like ESI & PF (employer's and employee) and Administrative charges as applicable. The monthly payment of ESI, PF and Administrative charges applicable are to be made regularly and the proof of payment such as, Receipt, Muster roll etc., are to be compulsory submitted along with Monthly Bills.
- b) Contractors are required to comply with leave with wages, National and Festival Holidays as per Factories Act and statutory of Government of India, Ministry of Labour and Employment. The rates quoted shall be inclusive of payment towards leave with wages and National / Festival Holidays. The contractor are required to make the payment of leave with wages and payment of National and Festival Holidays and produce the proof of payment along with monthly bills.
- c) The contractor quoted rates are inclusive of GST and other taxes as applicable. The contractor are required to pay the GST every month regularly as per the provisions and guidelines. Also the contractor is required to make payment towards, GST, for both persons providing the service and for person receiving the service to their respective accounts and the same are to be submitted along with Monthly Bills.
- d) The Provident Fund contributions of employer portion shall be 12% of the total wages OR actual's as per the directions of the PF Commissioner's Circular issued from time to time.
- e) The contractors are required to pay wages for Manpower deployed for the work within 10th of subsequent month without fail.
- f) Payment shall be done within 90 Days from the date of Invoice OR Running Bill.

9. Payment & Penalty and Certification of work:

- a) The contractor will submit the bill to Engineer-in-charge after satisfactory completion of the work every month for payment. He should ensure that all the statutory contributions towards ESI, PF etc. are paid to the respective department every month promptly before submitting the bills. The contractor should produce documentary evidence for the same along with the bill.
- b) If the work is not carried out satisfactorily on any day or in any of the areas stipulated in the area of operation, the officer-in-charge reserves the right to proportionately deduct the amount from the bill the entire day's amount as penalty. Decision of Engineer-in-charge in this regard will be final and binding and reserves the right to act and get the work done by any means at risk and cost of the contractor.
- c) The successful agency/bidder shall replace immediately any of its personnel who are found 'unacceptable to ITI LIMITED because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving written notice from the ITI. The delay in providing a substitute beyond five working days would attract a penalty @1000/- per day on the service providing agency. In case of more than 15 days delay, ITI may, in its discretion, terminate the contract.
- d) The successful agency/bidder shall immediately provide a substitute in the event of any person



leaving the job or is absent due to his/her personal reasons. The delay in providing a substitute beyond seven working days would attract a penalty @1000/- per day for single person absence, @1100/- per day for two person's absence and proportionately (10% hike) for subsequent absentees on the service providing agency. In case of more than 15 days, ITI may, in its discretion, terminate the contract.

- e) In exceptional situations and circumstances beyond the control of vendor/contractor, ITI reserves the right to take any other penal action deemed fit in the best of interest of ITI. ITI may review and decide the penalty amount on its discretion without prejudice and the decision of DGM-CS will be binding on the vendor/contractor.
- f) The monthly bills will be released based on the satisfactorily completion of the work and Contractor has to obtain the certificates in support of having completed the works. The contractor has to submit the LOG BOOK and in the event of non-production / adverse entries in the LOG BOOK, pro-rata recovery subject to 5% (Five percent) of the bill value will be deducted. The proper entry and obtaining certificate of the LOG BOOK will be the responsibility of contractor or his authorized representative.
- g) If the contractor fails to perform the contract or execute the work to the satisfaction of the department during the period of the contract or any time repudiates the contract before the expiry of such period. The Engineer-in-charge or any other officer of the company so authorized may without prejudice to the right of the company recover from the contractor, the damages for breach of the contract, or terminate the contract at the risk and cost of the contractors and get the work done subsequently through some other agency by the Company.
- h) Claim for final settlement / Retention money in the event of completion of the contract or termination of the contract, should be submitted by the contractor only after settlement of all dues towards PF, ESI, leave with wages, labour payments etc.
- i) Payment of wages to the labourers is to be made not less than the minimum wages stipulated by the Government of India (Central) from time to time promptly on or before 7th of every succeeding month along with individual wages slip of respective labourers indicating the details of number of days worked, leaves and all other deductions if any in the presence of the Departmental official.
- j) Engineer-in-charge or his authorized representative will have the right to instruct the contractor for any other horticulture works not covered under the scope of this tender works, additional payment will be made at pro-rata basis.
- k) The contractor should indemnify the company for any claim made towards statutory defaults or any action due to non – fulfillment of the statutory obligation towards PF, ESI and leave with wages etc.

10. MINIMUM MAN POWER TO BE ENGAGED ON THE JOBS:

Please refer **Annexure – A** for minimum man power to be deployed on the jobs on each day against each schedule of activity during the contract period.

- 11. In case if the contractor fails to supply the required minimum man power as indicated in the schedule, the officer-in-charge will proportionately deduct the amount from the bill for the entire day's amount as a recovery from the contractors bill.

CONDITION WITH REGARD TO COMPLIANCE WITH STATUTORY PROVISIONS.

1. The successful contractor should ensure that the labourers are paid the wages not less than the minimum wages as per the minimum wages Act and Government notification from time to time.
2. The contractor should ensure that the labourers are covered under the provisions of ESI Act and contributions are made to their Code Nos even if a labourer works for one day during the contract period.
3. The contractor should ensure that any labourer deployed by him is covered under PF Act.
 - a) The sales and service taxes are to be paid to their respective Accounts / Departments as per the circular issued from respective departments from time to time.
 - b) A copy of muster roll containing names of the labourers, gross wages and contribution along with counter foil of challan regarding remittance and inspection charges should be submitted to Engineer-in-charge for preparing the bills.
 - c) All the labourers enrolled under PF Scheme should submit PF and Family pension declaration forms in duplicate to Provident Fund Section.
4. The above conditions and rates of contribution are subject to change from time to time as per Government notification and the contractor should abide and implement such charges strictly in accordance with the provisions.
5. The successful contractor must ensure that all provisions under contract labour Regulation and Abolition Act 1970 and Central rules 1791 and complied with. The contractor has to maintain the following records / registers under his safe custody and produce the same whenever asked for by Company's official / officer and OR representative of Statutory authorities.
 - a) MUSTER ROLL – FORM XVI – RULES 78 [I] [a] [I]
 - b) REGISTER OF WAGES – FORM XVII - RULE 78 [I] [a] [I]
 - c) WAGES SLIP – FORM XIX – RULE 78 [I] [b]
 - d) REGISTER OF DEDUCTIONS FORM DAMAGE OR LOSS - FORM XX - RULE 78 [I] [a] [ii]
 - e) REGISTER OF FINE – FORM XXI - RULE 78 [I] [a] [ii]
 - f) REGISTER OF ADVANCE – FORM XXII – RULE 78 [I] [a] [ii]
 - g) REGISTER OF OVERTIME - FORM XXIII – RULE 78 [I] [a] [iii]
 - h) REGISTER OF WORKMEN EMPLOYED BY THE CONTRACTOR FORM XIII – RULE 75
 - i) EMPLOMENT CARD – FORM XIV – RULE 76
 - j) SERVICE CERTIFICATE – FORM XV – RULE 77
 - k) HALF YEARLY RETURNS – FORM XXIV – RULE 82 [I]

In addition to the above, the Contractor has to submit the following forms to Labour Dept.

1. FORM V - To be issued by the Principal Employer for obtaining Labour Licence from concerned Labour Authorities – RULE 21 [2]
2. FORM VI – A – Notice of Commencement / Completion of Contract – RULE 25 [2]

All the above mentioned FORMS are notified in the contract labour [Regulation and Abolition] Act 1970 and Central rules 1971. Any difficulty in identifying the forms by the contractor OR for any clarification, the contractor may contact P&A Legal Section] of ITI Limited for guidance.

The contractor will be responsible for any damage / loss of any of the documents and also for not maintaining the documents required under statutory provisions.

Annual Maintenance Contract for Horticultural services-General maintenance of Gardens/Lawns/Fields/Nursery/Parks/Bungalows/road margins in ITI Township and Factory areas for the year 2025 – 2026

SCOPE OF WORKS:

Note : The contractor is required to raise and maintain the garden and park including further development, plantation etc, and to keep the garden, park in clean and trimmed condition all through the contract period as detailed below to a high and satisfactory standard. In case any garden / park or any portion of it are found in unsatisfactory condition, the Engineer-in-charge will have right to assess the deduction for unsatisfactory performance and effect on the monthly bill. The assessment / decision of Engineer-in- charge will be final and binding.

1. PART - 'A' : (CMD's Bungalow A1 – Central Avenue)

- a) Maintenance of existing lawn in front of bungalow including de-weeding, cleaning, lawn moving applying pesticides watering daily and cleaning of fountain tank all as per directions, lawn area is about 1050 Sq.m
- b) Maintenance of existing lawn grass at park area including de-weeding, spraying the pesticides, lawn moving etc, area of lawn is about 3800 Sq.m.
- c) Maintenance of existing rose garden including pruning, spraying of pesticides / insecticides / fungicides etc, complete area to an extent of 1250 Sq.m
- d) Maintenance of existing permanent plants like Hibiscuses, bougainvillea plants including periodical clipping of these plants all as per directions.
- e) Raising and maintenance of permanent and seasonal flower bed like Cana bed, other varieties of 0.60m wide, and total length 100m including keeping the beds clean.
- f) Maintenance of existing vegetable garden, pot grown vegetables not less than five varieties, harvesting the same when ripen all as per directions.
- g) Maintenance of existing kitchen garden on rotation basis throughout the year as per directions.
- h) Raising and maintenance of pot plants including hanging pots of different varieties of annual / permanent plants / flowers. Total pot plants are about 3000 Nos.
- i) Maintenance of permanent foliage plant bed in front bungalow measuring to an extent of 50 Sq.m all as per directions.
- j) Maintenance of existing hedge plants all-round the lawn including periodical clipping the extra growth etc, all as per directions.
- k) Maintenance of existing fruit garden all as per directions of Engineer in charge.
- l) Maintenance of existing walkway and footpaths free from any vegetation and spreading / leveling the red gravel once in a year and subsequent maintenance whenever required all as per directions.

- m) Keeping the area generally free from rank vegetation and conveying the so collected rubbish / refuse at refuse collection points all as per directions.
- n) Conveying and application of pesticides, fertilizers, manures and other required operations as and when required and directed by Engineer-in- charge.

2. PART - `B` : (Director's Bungalows A2 , A3 , A4, A 5,and A16)

- a) Maintenance of existing lawn in front of Bungalows including de – weeding, cleaning, applying pesticides watering daily, lawn moving all as per directions, lawn area about 2060.00 Sq.m
- b) Maintenance of existing rose garden including pruning, spraying of pesticides / insecticides / fungicides etc., complete
- c) Maintenance of existing permanent plants like Hibiscus, Boganvilla plants including clipping these plants periodically all as per directions.
- d) Raising and maintenance of pot plants including hanging pots of different varieties of annual / permanent plants / flowers total plants are about 1000 Nos
- e) Maintenance of existing walkway and footpaths free from any vegetation and spreading / leveling the red gravel once in a year and subsequent maintenance whenever required all as per directions.
- f) Keeping the area generally free from rank vegetation and conveying the so collected rubbish / refuse at refuse collection points all as per directions.
- g) Conveying and application of pesticides, fertilizer, manure and other required operations as and when required and directed by Engineer-in-charge.
- h) Maintenance of existing hedge plants all-round the lawn including periodical clipping the extra growth etc, all as per directions.

3. PART - `C`: Management Bungalow A8, A-9, A-10, A-11, A 12, A-13, A-14, A-15 and A-17

- a) Maintenance of existing lawn in front of Bungalows including de – weeding, cleaning, applying pesticides watering daily, lawn moving all as per directions, lawn area about 800 Sq.m
- b) Maintenance of existing rose garden including pruning, spraying of pesticides / insecticides / fungicides etc., complete
- c) Maintenance of existing permanent plants like Hibiscus, Boganvilla plants including clipping these plants periodically all as per directions.
- d) Raising and maintenance of pot plants including hanging pots of different varieties of annual / permanent plants / flowers total plants are about 1500 Nos
- e) Maintenance of existing walkway and footpaths free from any vegetation and spreading / leveling the red gravel once in a year and subsequent maintenance whenever required all as per directions.

- f) Keeping the area generally free from rank vegetation and conveying the so collected rubbish / refuse at refuse collection points all as per directions.
- g) Conveying and application of pesticides, fertilizer, manure and other required operations as and when required and directed by Engineer-in-charge.
- h) Maintenance of existing hedge plants all-round the lawn including periodical clipping the extra growth etc., all as per directions.

4. PART - 'D' – Nehru Park A area, B Area Children Park Periodical maintenance

- a) Maintenance of green grass fields with existing grass including lawn moving etc., as per directions of the Engineer-in-charge of the work to an extent of about 800 Sq.m
- b) Fine dressing of the area including removal of unwanted vegetation and removal of unwanted overhead branches etc., for preparing the area for general purpose to an extent of about 300 Sq.m
- c) Maintenance of existing walk ways including cleaning weeds etc., complete.
- d) Keeping the area generally free from rank vegetation and conveying the so collected rubbish / refuse to refuse collection points.
- e) Maintenance of existing permanent plants like Hibiscus, Boganvilla, exora and other plants including clipping these plants all as per directions
- f) Maintenance of existing hedge plants including clipping the extra growth etc., all as per directions.
- g) Conveying and application of pesticides, fertilizers, manure and other required operations as and when required and directed by Engineer-in-charge.
- h) Maintenance of existing rose garden including pruning, spraying of pesticides / insecticides / fungicides etc, complete
- i) Raising and maintenance of pot plants including hanging pots of different varieties of annual / permanent plants / flowers total plants are about 500 Nos.

NOTE: Unless and otherwise included in the above scope of works following operations area to be carried out without any extra cost all as per directions of the Dept.

- a) Keeping the area generally free from rank vegetation and conveying the so collected rubbish / refuse to refuse collection points.
- b) Watering of permanent plants on weekly twice and pot plants on alternative days by available means [pipe or by tractor trailer]

- c) Periodical clipping of hedges, excess growth of permanent plants and disposing of the rubbish. The scope of work including clipping of bushes to required shape as decided by Engineer-in-charge.
- d) Maintenance of pot plants at required places.
- e). Conveying and application of pesticides, fertilizers, sewage manure and other required operations as and when required and as directed by Engineer-in-charge.
- f). Maintenance of walkway and footpaths free from any vegetation and spreading the red gravel once in a year and subsequent maintenance.
- g). Flower pot arrangement including conveying the same within ITI Estate as and when required as per directions of Engineer-in-charge.
- h). Any additional works which is not covered under scope of work but required for effective maintenance of gardens etc., the contractor shall perform such works as per the directions of the Engineer-in-charge of the work without any extra cost.

5. PART - 'E' - Guest House (B AREA), Officers clubs, A 6 and A 7

- a. Maintenance existing lawn including de-weeding, cleaning, applying pesticides, watering daily, lawn moving area to an extent of 975 Sq.m
- b. Maintenance of ornamental garden including pruning, spraying of pesticides / insecticides / fungicides etc., complete area to an extent of 300 Sq.m
- c. Raising and maintenance of in-door and out-door pot plants at required places, total plants are about 1250 Nos.
- d. Arrangements of flower vases with available flowers as and when required as per directions.
- e. Keeping the area generally free from rank vegetation and conveying the so collected rubbish / refuse to refuse collection points.
- f. Maintenance of existing permanent plants like Hibiscus, Boganvilla, exora and other plants including clipping these plants all as per directions
- g. Maintenance of existing hedge plants alround the lawn including periodical clipping the extra growth etc, all as per directions.
- h. Conveying and application of pesticides, fertilizers, manure and other required operations as and when required and directed by Engineer-in- charge.
- i. Maintenance of existing rose garden including pruning, spraying of pesticides / insecticides / fungicides etc, complete

6. PART - F: Factory area F-100 Admin area park, New Reception area, R&D Front portion, between F-80 & F-9 etc., VIP Roads & Nursery in Factory area etc. .

- a) Maintenance existing lawn including de-weeding, cleaning, applying pesticides, watering daily, lawn area to an extent of 2500 Sq.m
- b) Keeping the area generally free from rank vegetation and conveying the so collected rubbish / refuse to refuse collection points.
- c) Maintenance of existing permanent plants like Rose plants, Hibiscus, Boganvilla, exora, musanda, other varieties of flower plants etc., including clipping these plants all as per directions
- d) Raising and maintenance of permanent and seasonal flower bed like cana bed, other varieties etc.,
- e) Maintenance of existing permanent plants like Hibiscus, Boganvilla, exora and other plants including clipping these plants all as per directions
- f) Maintenance of existing hedge plants alround the lawn including periodical clipping the extra growth etc, all as per directions.
- g) Conveying and application of pesticides, fertilizers, manure and other required operations as and when required and directed by Engineer-in- charge.
- h) Maintenance of existing rose garden including pruning, spraying of pesticides / insecticides / fungicides etc, complete.

7. PART-“G”: Corporate Office

- 1. Maintenance existing lawn including de-weeding, cleaning, applying pesticides, watering daily, lawn moving area 3500Sq.M
- 2. Maintenance of ornamental garden including pruning, spraying of pesticides / insecticides / fungicides etc., complete area to an extent of 300 Sq.m
- 3. Raising and maintenance of in-door and out-door pot plants at required places, total plants are about 1500 Nos.
- 4. Arrangements of flower vases with available flowers as and when required as per directions.
- 5. Keeping the area generally free from rank vegetation and conveying the so collected rubbish / refuse to refuse collection points.
- 6. Maintenance of existing permanent plants like Hibiscus, Boganvilla, exora and other plants including clipping these plants all as per directions
- 7. Maintenance of existing hedge plants all around the lawn including periodical clipping the extra growth etc, all as per directions.
- 8. Conveying and application of pesticides, fertilizers, manure and other required operations as and when required and directed by Engineer-in- charge.



9. Maintenance of existing rose garden including pruning, spraying of pesticides / insecticides / fungicides etc., complete

The Contractor is responsible for services to be rendered as mentioned below.

1. Complete maintenance of the entire garden features at ITI Factory and Township areas i.e. lawn, parks, trees, shrubs, hedge, flower beds, rose beds, foliages, creepers, pot plants, etc. including hoeing, weeding, pruning replacement of plants, gap filling, watering, mowing of lawn, grass cutting by lawn mower and brush cutter, removal of garden waste, dry leaf removal, applying insecticide, pesticide & fertilizers (whenever required) top dressing of lawn with good earth and manure and maintenance of other garden related works as per direction of OIC/EIC.
 - a) 2. Complete maintenance of the entire hedge/edge including cutting, removing of cut materials, cleaning, hoeing, of hedge/edge beds, watering, manuring and applying insecticide and fungicides etc.
2. Minor/light pruning with help of ladder & other necessary tools and trimming of small branches of trees from ground level, removal of pruned branches leaves, including broken down tree in thunderstorm. As per as per instructions of Officer in-charge/ Engineer in Charge as and whenever required.
3. Plantation of new trees, shrubs, herbs including flower beds, hedges, and edges should be done as per the requirement from time to time/season.
4. Potted plants arrangement: Maintenance of potted plant earthen pot in displayed at front Entrance/offices/Hangars/landscaped areas. Including application of good earth, manure, insecticide, pesticide and fertilizer, removing of dry parts by pruning, cleaning dry leaves and displaying in appropriate place and replacement of broken pots coloring of pots and change of location of pots and replacing with fresh plants as and when required.
5. Cleaning, sweeping, and removing of dry leaves from lawn, hedges, edges and potted plants should be done as and when required. Mulching is encouraged wherever Possible.
6. Cleaning of wild growth areas within the boundaries of the ITI Factory and Township premises and including the footpath should be done as required.
7. Mowing of lawn with lawn mower once in a month from July to October as and when required for the remaining months or as directed of EIC/OIC should be done time to time.
8. Cutting and cleaning of hedges, edges and shrubs should be done as and when required.
9. Flower beds, shrubs, hedges, edges etc. will be irrigated according to day-to-day requirement so as to ensure that the grass and the plants look healthy and green at all times, to the satisfaction of the EIC/OIC.
10. Organic Insecticide and fungicide shall be preferred for spraying as and when required. In case organic Insecticide and fungicide are not effective, chemical Insecticide and fungicide may be used with the EIC/OIC. The bills of such purchase will be paid as per actuals.



11. All the landscaped area/lawns/open spaces/ parks/footpaths should be kept free from weeds, wild growth, unwanted growth, and any other foreign growth by rooting them out.
12. Cutting of fallen and dried trees and their logs shall be deposited own his cost at any location decided by the EIC/OIC.
13. Shaping/settings of trees/bushes is be done time to time.
14. Preparation of new plant/trees by cutting/gooti/layering should be done time to time/season.
15. Collection of seeds through prepared plants and sowing of seeds should be done time to time/season.
16. Minor leveling of lawn should be done time to time or as and when required.
17. If the trees are tall/dangerous the contractor has to engage expert's workers for executing the tree cutting work for which no extra payment will be made.
18. The contractor has to remove the horticulture waste such as grass, leaves, tree branches etc. from above areas to designated locations decided by EIC/OIC.
19. Maintenance of Potted Plants (Earthen pots, etc.,) including resetting/ displaying at above various places including watering, weeding, hoeing, transplanting the damaged pots and disposal of generated garbage at specified place as per the direction of EIC/OIC.
20. Decoration by flower pots including loading and lifting from different places on any special occasion during seminar/conferences/independence day/republic day etc. should be done within the scope of this work.
21. Any other horticulture operation required in any ITI Factory and Township requirement during the contract period shall also be carried out by the contractor, as per direction of Officer-in-charge/Engineer in-charge. "The contractor shall deploy qualified personnel for the pruning and cutting of fallen trees resulting from rains or lightning strikes by blocking of roads and diverting the traffic and their logs shall be deposited own his cost at any location within 4hours as per instruction of Engineer-in-charge.
22. The contractor shall provide good quality of earth/cattle manure/cow dung from approved sources for plantation purpose as and when required as per the instructions of EIC/OIC.
23. Cutting/removing of grass and rank vegetation growing in township, factory, road margins, gardens, corporate office, parks, Management Bungalows and open space etc., wherever required as per the direction of EIC/OIC.
24. If the performance is felt unsatisfactory, supervisor should supervise the work as directed by the OIC /EIC and get the work done satisfactorily.
25. The Semi-skilled manpower (02 person) should have minimum 03 year experience in horticulture/gardening works. The semi-skilled personnel should execute the work on the ground along with other workers under the guidance of Junior Horticulturist.

(Note: The Semi- skilled manpower will not have any supervision role, they have to work

on the field)

26. The contractor shall engage man power as approved.

- The contractor should daily report in person and with deployment report by 8.00 A.M. to the OIC / EIC to supervise the contract and produce a book for taking day to day instructions. The contractor will submit daily report of labourer deployed by 8.30 A.M. every day.
- Routine notice / instructions will be given by the OIC /EIC.
- The contractor shall make sure that he or/ and his authorized representative are available during working hours for receiving and implementing the instructions. The contractor at the time of signing the contract agreement, shall intimate the department in writing the name of his authorized representative with power of attorney and shall give an undertaking that his authorized representative is competent to receive and implement the instructions of the Department and also make necessary purchases at short notice whenever required in case the contractor is absent for extreme reasons beyond his control.
- All the Housekeeping works includes all buildings, canteen and open areas as detailed under the scope of work are essentially required to be carried out satisfactorily all the WORKING DAYS OF CALENDAR MONTH.

27. Materials:

Contractor shall make his own arrangements at his own cost for the supply of required tools/machineries, consumables and accessories etc., required for the work.

The following materials/tools/accessories etc., and consumables as listed in the below will be supplied as and when required by the contractor. There shall be no wastage / pilferage. The contractor should arrange other required materials/tools/accessories and consumables etc. which are not listed below as and when required as per the instructions of Engineer-in-charge at his own cost.

1. Talwar
2. Lawn Mover machines
3. Grass cutting Machines
4. Tree Trimming Machines
5. Hedge shear
6. Secatear
7. Phawda
8. Kudal
9. Hard broom with bamboo stick complete
10. Hose pipe (PVC) Pipe for irrigation
11. Palli
12. Weeder
13. Khurpi
14. Axe
15. Sprinkler with stand & Bamboo stick complete for trimming.

SPECIAL TERMS AND CONDITIONS

1. Supply of Materials & Tools

The contractor shall supply all materials & tools as and when directed by the Engineer/Officer-in-Charge. The dates for supply of materials & tools will be indicated by Engineer/Officer-in-Charge. Failing the supply of materials & tools indicated dates penalty will be levied at Rs. 100/- per day of delay of one week and thereafter at Rs. 200/- per day of delay of the next one week. Also in addition devaluation for un-satisfactory work due to delay in supply of materials & tools shall be levied as decided by Engineer-in-charge. If part of the total number of materials & tools is supplied in time, but the balance is not supplied in time, then the above mentioned penalties shall continue to be levied. If the materials & tools are not supplied even after above penalties by 25th of the month, double the cost of materials & tools prevailing at that time for that materials & tools shall be recovered. The work is also liable for cancellation due to non-fulfillment of contract conditions.

2. UNIFORM: The vendor will provide the uniform to their workers.

3. ITI will reimburse the following payment to the workers along with monthly bills on submission by the contractor the proof of payment to the labourers.

- a) If services are required on Sundays/Holidays, the same shall be carried out as directed by the Officer-In-Charge, based on the written instructions and the duty hours shall be payable on Pro-rata basis derived by the Officer-in-Charge from the quoted rates, depending on the quantum of services rendered.
- b) The workers engaged by the vendor/contractor are entitled for EIGHT paid National & Festival holidays per year as notified. However, payment will be made based on actual physical attendance excluding Sundays and holidays, duly certified by the Officer-in-Charge/Department Head.
- c) The workers engaged by the contractor are entitled for one day leave with wages for every 20 days of working.
- d) Payment will be made on physical attendance only.

4. ITI Limited reserves the right to increase or decrease the quantity/requirement (man-days, consumables and supply of machineries etc.) by maximum 25% depending upon the requirement by serving one month notice to the contractor.

5. The contractor shall be liable for any loss caused to ITI due to financial or any other irregularities committed by the employee/labour deployed working under their contract.

6. Full-time deployment of Jr. Horticulturist for Horticulture works:

The contractor shall deploy “Full-time Professional Jr. Horticulturist” in Horticulture/Arboriculture contract work wherein both manpower and materials/consumables are involved. The roles and responsibilities of the Jr. Horticulturist including the Qualification requirement are detailed below:

- a. Jr. Horticulturist should be graduate in agriculture science with minimum three year experience of gardening works **or** diploma in agriculture with five years’ experience of gardening works. He/ She shall be responsible for day today supervision of works and for maintaining site records.

- b. Role of Jr. Horticulturist in such Contracts should be defined as follows:

- i. To plan deployment matrix and material/Machinery supply schedule and day to day activities as per scope matrix.

To prepare checklist in co-ordination with OIC.

- ii. To monitor supply of men/material/machinery at site on time.
- iii. To monitor & ensure assigned day-to-day activities for completion with safety and quality.
- iv. To take up corrective/rectification action.
- v. To receive instructions from OIC.
- vi. To cater to the administrative needs of contract labour.

- c. The successful tenderer/their Supervisor shall review the site requirement and submit the check-list/SLA to Officer-in-charge for approval. This checklist/SLA will be verified by the OIC which will be used for evaluation.

- d. The successful agency/bidder shall immediately provide a substitute if the Jr. Horticulturist leaving the job or is absent due to his/her personal reasons. The delay in providing a substitute beyond seven working days would attract a penalty @2300/- per day.

- e. He/ She shall be responsible for day today supervision of works and for maintaining site records.

- f. Overall job performance level of the work shall be derived based on the evaluation of service level matrix by Officer-in-charge.

Excellent > 90%

Good > 80%

Satisfactory > 70%

Needs Training > 60 & < 50 below < 50

- g. Liquidated Damages shall be calculated based on the (i) Physical attendance of the contract labour, (ii) non-deployment of Jr. Horticulturist, (iii) General Cleanliness, (iv) Performance/Fulfilment of service level agreement.

The liquidated damages for lack of supervision, over and above the existing Penalty clause shall be calculated as follows:

- i) If overall performance of work is satisfactory (i.e. more than 70%) then no liquidated Damages will be imposed and for every 1% shortfall in performance below 70%, Liquidated Damages of 1% of monthly service charges will be deducted.

Eg: If performance scale is 58% in a month, then Liquidated Damages of Rs. 1000/- per absence shall be deducted from the monthly bills(s).

- ii) Liquidated Damages amount so calculated as at (i) & (ii) above shall not exceed 50% of monthly service charges. This is in addition to other damages under the Contract.

Annexure-A

Annual Maintenance Contract for Horticultural services-General maintenance of Gardens/Lawns/Fields/Nursery/Parks/Bungalows/road margins etc., in ITI Township and Factory areas for the year 2025 – 2026.

Man Power Schedule

Item No	Particulars of item	Type of labour to be engaged	Minimum No. of Labour to be engaged on each working day
1	<u>PART - `A`</u> : (CMD's Bungalows A1 – Central Avenue)	Un-Skilled	03 Nos. (for item No.1)
2	<u>PART - `B`</u> : Director's Bungalows A2 , A3 ,A4, A 5, and A 16	Un-Skilled	03 Nos. (for item No.)
3	<u>PART - `C`</u> : Management Bungalow A-8, A-9, A-10, A-11, A-12, A-13, A-14, A-15 and A-17	Un - Skilled	04 Nos. (for item No.)
4	<u>PART - `D`</u> : Nehru Park "A" area, B Area Children Park Periodical maintenance	Un-Skilled	03 Nos. (for item No.4)
5	<u>PART - `E`</u> : Guest House (B AREA), A 6 and A 7	Un- Skilled	01 No. (for item No.5)
6	<u>PART - `F`</u> : Factory area F-100 Admin area park, New Reception area, R&D, F-80 / F-9 etc., VIP Roads & Nursery in Factory area etc.	Un- Skilled	2 Nos. (for item No.6)
7	<u>PART-"G"</u> : Corporate Office	Un- Skilled	1 No. (for item No.7)
8	<u>For Township "A" &"B" Area.</u>	Semi-skilled	01 No. (for item No.1 & No.2)
9	Factory area F-100 Admin area park, New Reception area, R&D, F-80 / F-9 etc., VIP Roads & Nursery in Factory area etc. and Corporate office.	Semi-Skilled	1 No. (for item No.6 & No.7)
10	Junior Horticulturist	Skilled	1 No. (Overall supervision work)

I / We hereby undertake to declare that we have understood the complete scope of above work and we shall assure you that we shall engage minimum Number of man power as mentioned above during the contract period in the event that we happen to be the successful tenderer and the work is entrusted to us.

THE BIDDER HAS TO LOGIN GEM PORTAL FOR THE FURTHER TENDERING PROCESS

1. **Price Bid (Part-B):**

In this bid the bidder will fill the amount in item rate as asked in Price bid. It is mandatory on bidder to quote rates of all items as asked for in the Price bid table. Failure to adhere to this condition will lead to rejection on tender. The bidder should quote unconditional rates, neatly written without any overwriting and duly signed & stamped on all pages.

Earnest Money Deposit:

An earnest money of Rs.1, 47,256/- has to be enclosed along with the tender documents. EMD shall be only in the form of Bank Draft in favour of "ITI LIMITED" payable at Bangalore. No Cheque or Cash shall be accepted as EMD. EMD of technically disqualified bidders will be returned within 15 days from the date of evaluation of the technical bids. Commercial bids/price bids will not be opened for the technically disqualified bidders. The refund of EMD to the unsuccessful commercial bidder shall be made within 15 days from the date of opening of price bid. No interest on E.M.D refund will be paid.

Return of Earnest Money Deposit

The earnest money deposit of L-1 will be released only after submission of the Performance Bank Guarantee of 3% of the awarded work order and their confirmation from the bank.

Note: EMD will be forfeited if the tenderer fails to start the work with in a period of 15Days after the issue of the work order in writing.

Security Deposit:

The security deposit will be recovered by deduction from the running bills of the contractors at the rate of 2% of the gross value of work done. 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 to get the security deposit refunded.

Refund of Security Deposit:

S.D deducted from the contractor's bill shall be refunded to the agency on the certificate of Head of the Department after the successful completion of the agreement and obtaining no defect certificate from the concerned officials.[Head of the Department].

2. **Exemption from EMD:**

The Agencies registered with MSE's shall be exempted from the payment of EMD (Earnest Money Deposit) only as defined under "Public Procurement Policy for Micro & small Enterprises (MSEs) order S. O. 2119 (E)" as notified by the GoI, Ministry of micro, small & medium Enterprises, as per the latest Gazette Notification. Security deposit has to be submitted on award of contract as prescribed in the tender document. However, any change in guidelines in this regard by GoI shall be considered till opening of tender.

In such case, Copy of the Certificate showing registration with the Udyog Aadhar Memorandum (UAM) to be enclosed along with the Technical Bid and hard copy shall submit to the address as mentioned in tender notice as the case of EMD submission. However, it may be noted that no exemption for Security Deposit (Performance Guarantee) is applicable to NSIC / MSME) registered contractors / vendors. They will be required to submit full 5% SD (2% from running bills) & PBG (3%) against the WO.

3. Validity of Tender:

Tender shall be valid for our acceptance without any change in rates and NIT conditions for a period of 180 days from the date of opening of price bid.

4. Terms & conditions, Scope of Work:

Detailed scope of work, terms and conditions, specifications, etc. are enclosed with this NIT. These should be carefully studied before quoting rates.

5. Deviations: No deviation from the stipulated terms and conditions will be allowed.**6. Contractor to acquaint himself with Site Conditions:**

Contractor shall acquaint himself fully with the site conditions and the working environment of ITI Limited before quoting his rates. No Compensation on account of any site difficulties will be entertained, at a later date, after award of the work. Arrangement for site visit can be made on bidder's request.

7. Correspondence:

All the correspondence in respect of tender/contractual obligation shall be made to DGM – CS, ITI Limited, Bangalore plant, Bangalore- 16.

8. Sales tax, work contract tax, or any other tax, any royalties, duties, levies, cess, entry tax, octroi, professional tax, sales tax, purchase tax, turnover tax, or any other tax as may be applicable from time to time on the work in respect of this contract shall be payable by the tenderer and the employer will not entertain any claim whatsoever in respect of the same, and nothing extra, shall be paid/reimbursed for the same subsequently. Notwithstanding the above GST will be paid to service providers if demanded & TDS will be deducted on the total amount paid exclusive of GST.
9. Tenderer are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the site and dimensions, the means of access to the site, and obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender.
10. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work.
11. On acceptance of the tender, the name of the authorized representative(s) of the contractor who would be responsible for taking instructions from the Engineer – in – Charge should be communicated.
12. Tender documents duly signed: Each page of the tender document shall be stamped and signed by the tenderer as a token of having examined the same before filling the rates. Tenderer shall also submit his covering letter along with complete tender documents duly filled with all enclosures.

13. Corrections in the Tender All figures shall be clearly and legibly written in the tender and with the same pen and ink. Erasing and overwriting is not allowed. If unavoidable, any correction should be done after cutting the previous figure and properly signing it. Any deletions or additions done should also be duly supported by signature. Use of white fluid for correction is also not allowed.
14. All Rates to be filled Bidder shall fill rates of all the items and no item should be left blank. Failure to fill rates of some items may lead to rejection of tender and it will be assumed that contractor is not interested to do these works.
15. ITI Limited reserves the right to accept or reject any tender without assigning any reason and does not bind himself to accept the lowest tender.
16. Tender once submitted will remain with the company and will not be returned to the bidders.

PAYMENT ON ACCOUNT:

- Interim bills shall be submitted by the Contractor for the work executed. The Engineer-in-charge shall then arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work.
- Payment on account for amount admissible shall be made on the Engineer-in-charge certifying the sum to which the Contractor is considered entitled by way of interim payment for the following.
 - All work executed after deduction there from the amount already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the contract.
 - Pending consideration of extension of date of completion interim payments shall continue to be made as herein provided.

PERFORMANCE GUARANTEE.

The successful bidder/contractor shall provide to the employer total performance security of Three percent [3%] of the Contract price within 15 days after issue and acceptance of Work order, covering initially the period of completion of work/Services plus 90 days. 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.

- Performance security is to be submitted, shall be either in the form of Bank Guarantee or Fixed deposit receipts in the name of ITI from a scheduled commercial bank or demand draft in favor of ITI Limited, payable at Bengaluru.
- 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.

TIME LIMIT FOR PAYMENT OF FINAL BILL:

- The final bill shall be submitted by the contractor within three months of physical completion of the works. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items in dispute for quantities and at rates as approved by Engineer-in-charge, shall be made within the period specified here under, the period being reckoned from the date of receipt of the bill by the Engineer-in-charge:

- | | | |
|--|-------|----------|
| a) Contract amount not exceeding Rs. 5 Lakhs | | 4 Months |
| b) Contract amount exceeding Rs. 5 Lakhs | | 6 Months |

- After payment of the amount of the final bill payable aforesaid has been made, the Contractor may, if he so desire reconsider his position in respect of the disputed portion of the final bill and if he fails to do so within 90 days, his disputed claim shall be dealt with as provided in the contract.

Other Instruction:

- Tenderer are advised to visit the site before submission of the bids.
- Tenderer should quote the price competitively in figures and words.
- Special care shall be taken while quoting in price bid. In case of discrepancy between the quoted percentage in words and figures, the percentage rate quoted by the tender in words shall be taken as correct or whichever works out to be less.
- The tender document should be signed on each page by the tenderer or his duly authorized representative. Tender document should be accompanied by a certified true copy of an absolute power of Attorney in favor of signatory to the documents.
- Any discrepancies, omissions, ambiguities or conflicts in or among contract documents or any doubt as to their meaning should be informed to ITI Limited for clarifications and these issues may be clarified within seven (7) working days. Where information sought is not clearly indicated or specified, the company will issue a clarifying bulletin in website, which will become part of the contract. Any oral instructions will not form any part of contract.
- Please note that the contractors who have worked earlier with ITI Limited, Bangalore and their performance was not found satisfactory for any of the jobs awarded to them, their tenders shall not be opened during technical bid stage and their offers shall be considered as invalid and shall be rejected.

Refusal of Work:

In case successful Contractor fails to start the work after placing work order or leave the site without completing the total work, the Contract shall be terminated and EMD including security deposit shall be forfeited. In such case, the name of agency is liable for being blacklisted and delisted from our approved list. In addition Company reserve the right to complete the unfinished job by engaging other agency at risk & cost of the contractor.

Correction of Work before Virtual Completion of Works:

The Employer, its representatives shall jointly conduct an extensive inspection just prior to the Virtual Completion of the Works and shall prepare a list of materials, equipment, and workmanship which are defective or damaged or of substandard quality or improperly executed or generally unacceptable due to not being in conformity with the requirements stipulated in the Contract Documents. The Contractor shall promptly remove, replace, re-execute, rectify and make good, to conform to the requirements stipulated in the Contract Documents and to the satisfaction of all concerned, all such materials, equipment, and / or workmanship included or itemized in the said list and the Contractor shall bear and pay for all expenses in connection therewith and consequent thereon and incidental thereto, including the cost for all remedial work on the work of other Contractors destroyed or damaged by such removal, replacement, re- execution, rectification and making good. If the Contractor fails to remove, replace, re-execute, rectify and make good the rejected materials equipment, and/ or workmanship within a reasonable time, fixed by written notice, Employer may employ and pay other persons or agencies to carry out such removal, replacement, re-execution, rectification and making good and all expenses incurred in connection therewith, including all damages, losses and expenses consequent thereon and incidental thereto shall be recovered from the Contractor and shall be deducted by Employer from any money that may be payable or that may become payable to the Contractor.

Termination:

If the Contractor shall be adjudged bankrupt or if he should make a general assignment for the benefit of his creditors, or if a receiver shall be appointed on account of his insolvency, or if he should persistently or repeatedly refuse to carry out the work diligently, or if he should fail to provide enough properly skilled workmen or proper materials or equipment or plant and machinery or tools or anything else necessary for the progress of the works in accordance with the approved Construction Program, or if he should fail to make prompt payments to Sub-Contractors or to suppliers for materials or equipment or to his workers, or if he should persistently disregard laws or ordinances or instructions of the Employer, or if he should be guilty of a Violation of breach of any provision of the Contract, or if he has abandoned the Contract, or if he has failed to commence the works, or if he has suspended the Works, then the Employer/Employer on the basis that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the Contractor seven days' notice in writing, terminate the employment of the Contractor and take possession of the premises and of all materials, equipment, tools, and plant and machinery thereon and use these as Employer's property for the completion of the Works. In such case the Contractor shall not be entitled to receive any further payment until the work is completed. If the amount due to the Contractor for the work carried out by him as per the Contract terms exceeds the expenses, including for additional management and administrative services, for completing the Works and in respect of the damages and / or losses suffered by the EMPLOYER due to the Contractor's default, then such excess shall be paid to the Contractor within three months of the Final Completion of the Works. If such expenses for completing of the Works and in respect of the Damages and / or losses suffered exceed such amount due then the contractor shall pay the difference to the EMPLOYER within one month of receiving the notification to that effect from the Employer. The expenses incurred by Employer for completing the Works and in respect of the damages and / or losses suffered by



him due to the Contractor's default, shall be certified by the Employer and his decision on this matter shall be final and binding on the Contractor.

Water and Electricity etc. :

Water – The Contractor is permitted to avail the services available at site on chargeable basis @1% of Bill Amount.

Electricity – The Contractor is permitted to avail electricity at site on chargeable basis @1% of Bill Amount.



TENDER – OFFER

I / We have read and examined the Notice Inviting Tender, Schedules, specifications Applicable, General Rules and Instructions, General Conditions of Contract, Special Conditions, Schedule (Bill) of quantities and all other contents in the tender document for the work and have inspected the site.

I/We hereby tender for the execution of the work specified for the Employer within the time specified at the rates specified in the attached Price Bid viz., schedule of quantities and in accordance with scope of work, the specification, designs drawing and instructions in writing referred to in the General Rules and Instructions, General Conditions of Contract, Schedule and in all respects in accordance with such conditions so far as applicable.

I/We agree to keep the tender open for ninety days from the due date of submission thereof and not to make any modifications in its terms and conditions.

A sum ₹(Amount as may be applicable) is hereby forwarded as earnest money

in form of Demand Draft of(Name of the issuing Schedule Bank)

bearing No./transaction detail and date... ..

In the event of my/our failure to commence the work on the specified date after award I / We agree that the Bank shall without prejudice to another right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by it towards security deposit to execute all the works referred to/quoted by us in the tender documents upon the terms and conditions contained or referred to therein.

I/We agree that should I/We fail to deposit the full amount of initial security deposit and / or fail to commence the work specified in the above memorandum or fail to provide services to the satisfaction of the bank, an amount equal to the amount of the earnest money mentioned in the form invitation of tender shall be absolutely forfeited to the Employer and the same may at the option of the employer be recovered without prejudice to any other right or remedy available in law, out of the deposit in so far as the same way extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.



I/We hereby declare that I/We treat the tender documents, drawings and other records connected with the work as secret / confidential documents and shall not to whom I / We am/are authorized to communicate the same or use the information in any manner prejudiced to the safety of the state /the Employer.

I/We fully understand that you are not bound to accept the lowest or any tender you may receive.

Shri.....partner / proprietor / Authorized representative of the company

is the person authorized to negotiate commercial, technical terms and conditions and sign on behalf of the firms any Agreement, Bill and receipts for this work.

I/We agree that until a formal agreement on stamp paper is prepared and signed, this tender with your written acceptance thereof shall constitute a binding contract between us.

Dated the..... day ofmonth of 2025

Name and Address:

FORM OF AGREEMENT

This agreement made the.....day of the month in the year.....
BETWEEN, ITI LIMITED having its Head Office at, ITI Bhavan, Doorvani Nagar, Bangalore,
Karnataka, Pin code – 560016 on the ONE PART;

And Shri.....S/D/W/oresident of
.....the sole proprietor of M/Shaving office
at the following address
.....
.....

M/S.....the partnership firm
having an administrative / principal office atrepresented its Managing
/ duly authorized partner.

M/S..... Company / body having its
registered office at the following address
.....duly represented at.....duly represented
by its constituted and authorized Managing Director, Shriand
(hereinafter called the Tenderer which terms shall also be called the Supplier or the Contractor)
on the other part.

Whereas the ITI Limited is desirous that certain works should be undertaken at their office
mentioned and called for invitation to tender and the tender dated..... furnished
by the tenderer for the performance of such works has been accepted by the ITI Limited on the
terms and conditions as set out therein and inter alias others.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz.
 - Notice Inviting Tender
 - General Rules and Instructions for the guidance of tenderers.
 - The Tender, Letter of acceptance, Letters from & to the tenderer, if any, leading to and prior to acceptance letter.
3. General conditions of contract and clauses of contract along with Annexures thereto. Schedules consisting of scope of work, specification special conditions, etc.
4. In consideration of the payments to be made by the Employer to the tenderer, the tenderer hereby covenants and agrees with the Employer to construct, complete and perform the works quoted by the firm in conformity in all respects and subject to all terms and conditions / rules as mentioned in the General Conditions as also in the foresaid documents which shall form part of this agreement.



5. In witness whereof parties have here up to set their respective hands and seals the day and year first above written.

Signed, sealed and delivered by the said tenderer ,.....

.....to the Employer, in the presence of:

Signature of Tenderer (With Seal) Signature of Authorized representative of the Employer /
Accepting Authority

Witness (Signature, Name and Address)

1.

2.



ITI LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)

PROFORMA OF BANK GUARANTEE

(Judicial Stamp paper of appropriate value as per Stamp Act - of the respective state)

From

Bank:

To

ITI Limited, (Address as mentioned in Notice Inviting Tender) In consideration of ITI Limited, having
ITI Corporate Office, ITI Bhawan, Bengaluru -560 016 India

Bank Guarantee No.....Dated

Bank Guarantee Amount.....

Dear Sir,

1. Whereas you (the "PURCHASER") have entered into a contract No._____ dated_____ (hereinafter referred to as the "said Contract") with M/s_____ (hereinafter referred to as the "SELLER") for supply of goods as defined in the said Contract and whereas the SELLER has undertaken to produce a bank guarantee for __ 3% of total contract value amounting to _____ (amount of the guarantee in figures and words) to secure its obligations to the PURCHASER in accordance with the said Contract.
2. We _____ (the Bank) hereby expressly, irrevocably and unreservedly undertake and guarantee as principal guarantor on behalf of the SELLER that, we will pay you on your demand declaring the SELLER to be in default under the said Contract, without demur or contest, all and any sum up to a maximum of Rupees _____ only. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said Contract.
3. We undertake to effect payment upon receipt of such written demand, notwithstanding any dispute or disputes raised by the SELLER in any suit pending before any Court, Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.
4. We shall not be discharged or released from this undertaking and guarantee by any arrangements or variations made between you and the SELLER, indulgence to the SELLER by you or by any alterations in the obligation of the SELLER or by any forbearance whether as to payment, time, performance or otherwise.

5. In no case shall the amount of this guarantee be increased.
6. This guarantee shall remain in full force and effect until three months beyond the warranty period as specified in the contract i.e. up to _____ (expiry date) [or until the PURCHASER has signed the Final Acceptance Certificate (FAC) and has received the contractually agreed Warranty Bond as per the said Contract]. In case of delay in fulfillment of obligations by the SELLER, the expiry date shall be extended by us as per intimation from the SELLER.
7. Unless a demand or claim under this guarantee is made to us in writing on or before the aforesaid expiry date or extended expiry date, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.
8. This guarantee shall be continuing guarantee and shall not be discharged by any change in the constitution of the Bank or in the constitution of the SELLER.
9. We lastly undertake not to revoke this guarantee during its currency except with the previous consent of the PURCHASER in writing.

Yours faithfully,

For _____ Bank

(Authorised Signatory)

Place: _____

Date: _____

Seal of the Bank

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS/INTERPRETATIONS:

- i. The contract means the documents forming the tender and acceptance thereof and the agreement duly executed between the ITI Limited and the tenderer including those conditions, the specifications, tender agreement, scope of works, drawings and instructions issued from time to time. All these documents taken together shall be deemed to form one contract and shall be complementary to one another.
- ii. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:
 - a. The Tenderer or Contractor shall mean the individual, or Manager of the firm or company, whether incorporated or not, undertaking the works and shall include the legal heirs/representatives of such individual or the partners composing firm and their legal heirs and successors, or company's authorized and constituted attorneys/agents and permitted assignees of such firm or company.
 - b. The ITI Limited means any officer, who is specifically authorized to enter into contracts in respect of the above works.
 - c. Contract Price shall mean the final accepted rates in the Bill of Quantities.
 - d. "Accepting Authority" shall mean the Deputy General Manager of the ITI Limited, 'Approval' wherever used in the specifications or scope of work shall mean, approved by or approval of the 'Accepting Authority' in writing.
 - e. Appellant Authority shall mean the Deputy General Manager, ITI Limited, who shall also be the authority to consider any extension of time or compensation as detailed in clause hereunder.
 - f. Notice in writing or written notice shall mean a notice in writing typed or written characters delivered to or sent by contractor, and shall be deemed to have been received when in ordinary course of post, it would have been delivered, and/or delivered personally, or otherwise proved to have been received.

2. RESPONSIBILITIES ON THE WORKS TO BE CARRIED OUT:

- The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, tools, and for and in the full and entire execution of the works.
- The descriptions given in the Bill of Quantities, unless otherwise stated, be held to include, carriage and cartage, carrying and return of empties, and all other labour necessary and for the full and entire execution and completion as aforesaid in accordance with good engineering practice and recognized principles.
- If there are varying or conflicting provisions made in any one or more document(s) forming part of the contract, the Accepting Authority documents and his decision shall be final and

binding on contractor.

- Any error in description or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the work comprised therein according to the scope of works, specifications or from any of his obligations under the Contract.
- The contractor shall forthwith comply with and duly execute any work comprised in such Engineer in charges instruction, provided always that verbal instructions, directions and explanations given to the contractor's or his representative upon the work by the ITI Limited shall if involving a variation be confirmed in writing to the contractors within 7 days.
- The contractor shall conform to the provisions of operation instruction (manual) relating to the equipment or machinery's installed and covered under scope of annual maintenance contract of the supplier or their authorized service agents.
- The contractor shall not modify or tamper with the design or components or indulge in such activity which could result in malfunctioning or cause damages to the system or considered objectionable by the suppliers of the original equipment or, copy or infringe upon the patent rights of the company with whose system and design/technical know-how utilized in this installations.

3. TENDERER SHALL VISIT THE SITE:

Intending tenderer shall visit the site and make himself thoroughly acquainted with the installation, electrical equipment, its design and system, the local site conditions, nature and requirements of works, facilities of transport condition, effective labour, access and storage for tools and equipment etc.

The successful tenderer will not be entitled to any claim or compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which in the opinion of the Engineer – in - charge might be deemed to have reasonably been inferred to be so existing before commencement of work.

4. TENDERER:

- i) The entire set of tender paper issued to the tenderer should be submitted fully and also signed on the last page of respective chapter (this shall be acceptance of all the pages of the tender and its stipulations) together with initials on every page. Notwithstanding this, initials/signature in every page will indicate the acceptance of the tender papers by the tenderer.
- ii) No modifications, writing or corrections can be made in the tender papers by the tenderer, but he may at his option offer his comments or modifications in a separate sheet of paper attached to original tender papers.
- iii) The Engineer in charge has power to add, to omit any work as mentioned in scope of works or described in the specifications and intimate the same in writing but no addition, omission or variation shall be made by the contractor without authorization from the Engineer in charge. No

variation shall vitiate the contract.

5. GOVERNMENT AND LOCAL RULES:

- i. It is also imperative that statutory norms and formalities issued by such statutory authorities are strictly followed. The contractor must have valid license relating to his contract and the workmen employed by the contractor should also have the valid license and experience in their trade.
- ii. The contractor shall conform to the provisions of all local bye-laws and acts relating to the work and to the regulations etc., and their various department associated with the installation at our premises, and of any company whose system and equipment is installed, proposed to be connected/utilized.
- iii. The contractor shall keep necessary books of records and other documents for the purpose of this condition as may be necessary and authorized representative of the ITI Limited and further shall furnish such other information/document as may be required from time to time.
- iv. In case of any periodical data, reports or statements are to be submitted to the statutory authorities the same shall be the responsibility of the contractor and undertaken with due authorization of the ITI Limited.
- v. If any statutory fees or contract renewal fees or any such fees are to be paid by the contractor for undertaking this work or during the course of work, renewal of their license etc., the contractor shall pay to such authority or to any public officer all fees that may be properly chargeable in respect of the work and lodge the receipts with the ITI Limited.
- vi. The contractor shall indemnify the ITI Limited against all claims or penalty in respect of any statutory levy resulting out non-fulfillment to obligation by the contractor, rights, damages to buildings, roads or members of public in course of execution of work and shall defend all actions arising from such claims and shall kept the ITI Limited aloof and indemnified in all respects from such actions, cost and expenses.

OTHER PERSONS OR AGENCIES ENGAGED BY THE EMPLOYER:

The ITI Limited reserves the right to execute any part of the work included in this contract by other agency or persons and contractor for execution of such work. The contractor shall extend all co-operation in this regard.

Wherever the work is proposed in co-ordination with other agencies, the contractor shall co-operate with the schedule of works in such a manner as worked out by the Engineer-in-Charge of the Employer.

CONTRACTOR TO PROVIDE EVERY THING NECESSARY:

- i. The contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the scope of work, specifications and schedule of quantities. Based on the details furnished in the N.I.T., the contractor should undertake its own assessment for suitable labour deployment and system required. If the contractor finds any discrepancies furnished it shall immediately bring them to the notice of the Engineer in charge.
- ii. The contractor shall take full responsibility for providing required tools, equipment and



instruments. The contractor shall also take full responsibility for providing safety equipment like hand gloves, shoes etc. to their employees/labour.

- iii. The ITI Limited shall on no account be responsible for the expenses incurred by the contractor during the progress of work at site, towards any incidental expenditure like medical amenities to the workers at site, security arrangement etc. The ITI Limited shall not be responsible for the safety of the workers/persons at site either on account of the works executed by the contractor or on account of the works executed by any other agency involved at that time.
- iv. The ITI Limited on no account shall be responsible for storage of tools or materials or loss or pilferage or theft either in respect of the contractor's belongings or of their worker's or representatives.
- v. Any facilities available at site shall be utilized only with prior permission of the Engineer in charge or the in-charge of the site/building owner and cannot be taken as granted. For utilization of such services the ITI Limited is entitled to charge at his discretion.
- vi. No extra charge shall be paid over and above what has been quoted for any of the above or for similar such services.

SITE OFFICE AND FUNCTIONAL RESPONSIBILITIES:

- iii. The general aspects: The contractor shall provide, fix-up and maintain his establishment in a position approved and permitted by the Employer at site. The contractor shall not fix or place any placards or advertisement of any description or permit the same to be fixed or placed in or upon any hoarding, gantry, building structure other than those approved by the Employer. No fixtures or materials to be placed in such a manner that can be considered dangerous to the installation, to the persons working, visiting or passing by the area.
- iv. Storage of materials: The contractors shall make use of existing facilities with due permission of the Employer for storage of materials at site and the safety of materials shall be the responsibility of the contractor.
- v. Clearing site and clearing out: Upon completion of the contract period or in the event of termination of the contract, the site establishment shall be cleared of all obstructions, removal of all materials, tools & equipment belonging to the contractor with due authorization of the Employer, waste materials, rubbish of all kinds within the specified period. All material damages on the place of work on the walls, ceiling or flooring or any other connected equipment, materials or installations shall be re-done to maintain the originality and leveled at the contractors own cost.

When the period of contract comes to an end by any reason, the contractor shall take all precautions necessary for the protection of equipment, installations etc.

- vi. Offensive, Explosive or Toxic materials: The contractor shall keep machines and any such devices or material of toxic and poisonous nature or any material which are explosive in nature, shall not be carried within the site or building. Any such offensive materials which are essentially required in course of work shall be undertaken with due written permission of the



Employer provided such materials are permissible under law.

- vii. Access: Other than the authorized representatives of the Employer or Officer-in-Charge or statutory bodies or City Corporation access to any others shall be strictly restricted. The Contractor's workers or employees who are authorized to be present during their official hours alone shall be present.

The Contractor shall take full responsibility of ensuring no unauthorized persons visits stay or collect any kind of information connected with the ITI's installation or undertake any kind of contractor's workers employees etc. Any such happenings shall be brought to the notice of appropriate authority of the Employer.

CONTRACTOR'S EMPLOYEES:

The contractor shall be directly responsible for employing suitable persons and for all reasons only the Contractor shall be responsible to the Employer and all authorities concerned. The following terms shall also form part of the contract.

- No child Labour: No labour below the age of eighteen years shall be employed on the work. In case of electrical works, the labour employed by the tenderer or their sub-contractor should be authorized person as permitted by the Chief Engineer (Plant Electrical), ITI Limited. The Employer shall not be responsible for any deviation and the contractor shall indemnify the Employer from any legal action or in any way directly or indirectly.
- Labour Legislation: The tenderer shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wage Act, 1948, Employees liability Act, 1939, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity benefits Act, 1961, and the Contract Labour (Regulation and Abolition) Act, 1970, or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time. The contractor will ensure that the rates of work payable to the workmen by the contractor shall not be less than the rates prescribed under the local laws for such employment.

The tenderer shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

The engaged staff shall also undertake other specific work related with/without cleaning and housekeeping work and other works during working hours as per instructions of Officer-in-charge, if required.

Dismissal of Workmen: The contractor shall on request of the Employer immediately dismiss or take off from the works any person employed thereon by him, who may in the opinion of the employer be unsuitable or incompetent or who may misconduct himself. Such discharge shall not be the basis of any claim for compensation of damages against the Employer or any of their employee.

ASSIGNMENT:

The whole of the works included in the contract shall be executed directly by the contractor and

the contractor shall not directly or indirectly transfer, assign or under let the contract or any part, share of interest therein. Such cause of action can be treated as breach of contract and liable for appropriate action by the Employer. In the event shall not relieve the contractor from the full and entire responsibility of the contract and to the Employer.

1. DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC:

Damages to persons : The contractor shall be responsible for all injury to the work or workmen to persons, animals or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his or a sub- contractors employees, whether such injury or damages arise from carelessness, accident or any sub- contractor or of any of his or a sub-contractors employees, whether such injury or damage connected with the carrying out of this contract.

The contractor should arrange to obtain necessary insurance cover (Workmen compensation policy and contractor all risk policy) for his employees at his cost and should be responsible for the safety of the persons employed by him.

The clause shall be held to include inter alias, any damages to buildings whether immediately adjacent or otherwise, and any damages to roads, streets, footpaths or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind or other inclemency of the weather.

The contractor shall indemnify the employer and hold harmless in respect of all and any expenses arising from such injury or damages to in respect of injury or damage under any acts of compensation or damages consequent upon such claim.

Damages to Property: The contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property or third parties.

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road curb, fence, enclosure, water pipe, cables, drains, electrical cable or telephone post or wires, trees, grass or grass land, or cultivated ground contiguous to the premises on which the work while in progress, contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Employer/Officer-in- Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be then or at any time thereafter may become due to the contractor, or from his security deposit.

The contractor shall not puncture the existing civil structures like beams, columns and shall not undertake any type of activity which could affect the structural stability. He shall be responsible for any damages and costs in its rectification.

The employer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or occurring from or in respect of any such claim for damages from any sums due or to become due to the contractor.



INSURANCE: The contractor shall insure his workmen/employees and keep them insured during the period of contract. In the event of any untoward incidents to the contractor's employees or workmen or any persons engaged by the contractor the Employer shall not be responsible in any manner whatsoever. The contractor shall indemnify the employer and hold harmless in respect of all and any expenses arising from such injury or death to persons as aforesaid and also in respect of any claim made under any acts of compensation or damage consequent upon such claim.

ESCALATION:

The rate quoted shall be firm throughout the tenure of the contract including renewal rates offered and accepted and will not be subject to any fluctuation due to increase in cost of materials, labour, tax structure etc. unless specifically provided in these documents, whatever the reasons may be, no claim for idle labour, additional establishment cost of hire and labour charges of tools and plants would be entertained under any circumstance.

TERMS AND CONDITIONS WHICH CAN LEAD TO RECOVERY OR FORFEITURE OF SECURITY DEPOSIT:

The work of operation and maintenance is considered as an essential requirement and the contractor is expected to function with all due diligence as per the tender conditions the Employer shall effect necessary recovery without any prejudice to any such action or legal recourse which may be considered essential.

At the end of the contract by any reasons and in the event of failure to clear the site as required the Employer have the right to undertake the same engaging other agency and the same shall be at the cost of the contractor and liable for deduction in the payments due to the contractor and the contractor shall not dispute such payments.

In the event of causing any damages to the property, installation of the employer which in their opinion was on account of negligence on the part of contractor or their workers deserving to be penalized. The authority has the right to appeal with the appellant authority of the company.

The Employer shall have the right to adjust, set off against any sum payable to the contractor under this or any other contract with the Employer anywhere in India/outside India.

SUSPENSION AND TERMINATION OF WORK:

Subject to other provisions contained, the employer may without prejudice to any other rights or remedy against the contractor in respect of any delay in commencing, completing or during the progress of work On grounds of inferior workmanship, serve notice in writing absolutely determine and cancel the contract in any of the following cases:

- a. If the contractor having been given by the employer a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper manner shall simply with the requirement of such notice for a period of seven days thereafter.
- b. If the contractor being a company shall pass a resolution or the court shall make an order that



the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

- c. If the contractor has without reasonable cause failed to commence the work or has suspended the progress of the work or has failed to competently operate and maintain the work, the employer in his opinion (which shall be final and binding) suspend the contract after a notice in writing of seven days.
- d. If the contractor persistently neglects to carry out his obligations under the contract and/or commits default and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the bank.
- e. If the contractor commits any acts mentioned in terms of tender hereof; and when the contractor has made himself liable for action under any of the cases aforesaid, the Employer shall have powers:

To determine or rescind the contract of which termination or rescission notice in writing to the contractor under the hand of the Employer shall be conclusive evidence. Upon such determination or rescission, the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of Employer.

In any such event the contractor shall have no claim or compensation for any loss sustained by him by reason of his having purchased or procured any material or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereto or actually performed certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified; provided further that any of the recoveries to be made when the excess cost incurred by the employer is more than the Security Deposit to be forfeited, such recoveries shall be limited to the amount by which the excess cost incurred exceeds the Security Deposit so forfeited.

In any case in which any of the powers conferred upon the employer hereof, shall have become exercisable and the same shall not be of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected.

SETTLEMENT OF DISPUTES AND ARBITRATION:

In the event of any dispute or difference arising under this agreement or in connection therewith (except as to the matter, the decision to which is specifically provided under this agreement) the same shall be referred to the sole arbitration of the Chairman ITI Ltd or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the Chairman ITI Ltd or by whatever designation such officer may be called (herein after referred to as the said officer), and if the Chairman ITI Ltd or the said officer is unable or unwilling to act as such then to the sole arbitration of some other person appointed by the



Chairman ITI Ltd or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996.

There will be no objection to any such appointment on the ground that the arbitrator is a government servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government servant he has expressed his views on all or any of the matter in disputes. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the Chairman ITI Ltd or the said officer shall appoint another person to act as an arbitrator in accordance with the terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out his predecessor. The arbitrator may from time to time with the consent of both the parties; enlarge the time frame for making and furnishing the award. Subject to the aforesaid, Arbitration and Conciliation Act 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this rule. The venue of the arbitration proceeding shall be the office of the Chairman ITI Ltd., Bangalore.

This Contract/ Agreement shall be construed and governed by the Laws of India and subject to below provision for reference to arbitration. Bengaluru Court shall be having exclusive jurisdiction over all the matters connected with this Agreement. Any dispute, difference or claim arising out of or relating to this Agreement shall be in the first instance, Endeavour to be settled amicably within 30 days of communication thereof, by negotiation between the Parties hereto and failing which the same shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and/or any amendments made there under ("Arbitration Act"). The Parties shall jointly be entitled to appoint a sole arbitrator. The language of the Arbitration Proceedings shall be English.

The seat and venue of Arbitration Proceedings shall be at Bengaluru, India. This clause will survive even after termination of Agreement.

FORCE MAJEURE:

If at any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or fails by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, flood explosion epidemic, quarantine restrictions, strike, lockout or acts of god(here after referred to "eventuality"), provided notice of happening of any such eventuality is given by either party to the other within 21 days of the date of occurrence thereof, neither party shall by reason of such an "eventuality" be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or failure in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such "eventuality" has come to an end or cease to exist. In case of any dispute, the decision of Chairman ITI Ltd shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or failure by reason of any such eventuality for a period exceeding 60 days, either party may at its option, terminate the contract. Provided also that if the contract is terminated under this clause the purchaser shall be at liberty to take over from the Selected Bidder at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out component and other stores in the course of materials, bought



(Tender no: ITI/BGP/CIVIL/GEM/25-26/0004)

out components and other stores in the course of manufacturer which may be in the possession of the Selected Bidder at the time of such termination, or such portion thereof as the purchaser may deem fit, except such materials, as the Selected Bidder may, with the concurrence of the Purchaser, elect to retain.

LIEN:

Whenever any claim or claims for payment of a sum of money arises out of contract against the contractor, the employer shall be entitled to recover the whole or in part from the security amount, if any, deposited by the tenderer and for the purpose aforesaid, the Employer shall be entitled to withhold as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Employer shall be entitled to withhold and have a lien to retain to the extent of such claimed amount of amounts referred to above, from any sum found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the employer pending finalization or adjudication of any such claim.

SAFETY CODE



(Tender no: ITI/BGP/CIVIL/GEM/25-26/0004)

The Contractor shall maintain in a readily accessible place first aid appliances including adequate supply of sterilized dressings and cotton wool.

An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.

No portable single ladder shall be over 8 metres in length. The width between the side rails shall not be less than 30 cm. Clear and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.

It is entirely the responsibility of the contractor to follow the safety procedures such as using safety belts, life lines, helmets; rubber gloves etc. depending upon the nature of works Contractor is free to approach ITI Limited for any suggestion in this regard. However any lapse in this regard will be viewed seriously. A penalty of Rs. 1,000.00 shall be levied for violation of safety norms including non-use of personal protective equipment. A penalty of Rs. 2,000.00 shall be levied if violation is repeated.

Penal action will also be taken if the contractor's supervisors and workmen do not wear the uniforms and photo identity card provided by the contractor and thus pose a security risk to the safety of the ITI's establishments. The decision of the ITI limited in all such cases attracting penalties shall be final and binding on the contractor.

An adequate insurance coverage shall be arranged by the contractor for all employees/workmen against accident & the ITI Limited shall not be responsible for any liability arising out of any accident / injury caused to the employees/workmen while executing the work.

Declaration by the Contractor

We / I have read and understood the Safety code Premises and we / I have taken into account the above while quoting the rates. We / I accept all the above points without any reservation from our / my side, in all respects.

Place :

Date : (Signature of the Tenderer)

Address : Name and Seal



PRE CONTRACT INTEGRITY PACT

PURCHASE ENQUIRY/ORDER No.

THIS Integrity Pact is made on.....day of202.....

BETWEEN:

ITI Limited having its Registered & Corporate Office at ITI Bhavan, Dooravaninagar, Bengaluru - 560 016 under the administrative control of 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 byChief

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. 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 Act or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

SECTION 2 - COMMITMENTS OF THE BIDDER/CONTRACTOR

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

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

- 3.1 If the Bidder(s)/Contractor(s), during tender process or before the award of the contract or during execution has committed a transgression in violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify Bidder(s)/ Contractor(s) from the tender process.

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

SECTION 4 - PREVIOUS TRANSGRESSION

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

SECTION 5 - COMPENSATION FOR DAMAGE

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

SECTION 6 - EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS

- 6.1 The Principal will enter into Integrity Pact on all identical terms with all bidders and contractors for identical cases.
- 6.2 The Bidder(s)/Contractor(s) undertakes to get this Pact signed by its subcontractor(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 subcontractors/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 In case of any allegation of violation of any provisions of this Pact or payment of commission, the Principal or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) shall provide necessary information and documents in English and shall extend all help to the Principal for the purpose of verification of the documents.
- 7.2 If the Principal receives any information of conduct of a Bidder(s)/Contractor(s) or sub-contractor/sub-vendor/associates of the Bidder(s)/Contractor(s) which constitutes corruption or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer of the Principal for appropriate action.

SECTION 8 - INDEPENDENT EXTERNAL MONITOR(S)

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

- 8.3 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents Bidder(s)/Contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Bidder(s)/Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.
- 8.5 The Monitor will submit a written report to the Chairman & Managing Director of the Principal within a reasonable time from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.6 If the Monitor has reported to the Chairman & Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director of the Principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 8.7 The word '**Monitor**' would include both singular and plural.
- 8.8 Details of the Independent External Monitor appointed by the Principal at present is furnished below: -
1. Shri Atul Jindall, IFS (Retd.)
3/10 Vishesh Khand Opp. Little Fiend School Gomti Nagar,
Lucknow-226010(UP)
 2. Shri Benny John, IRS (Retd.)
Villa No 36, Kent Plam Villas, Fort Valley Township, Athani, Kakkanad,
Ernakulum - 682030, Kerala
- Any changes to the same as required / desired by statutory authorities is applicable.

SECTION 9 - PACT DURATION

- 9.1 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.
- 9.2 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).
- 9.3 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 10 - OTHER PROVISIONS

- 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.
- 10.3 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate Office of the Principal at Bengaluru.
- 10.4 Changes and supplements as well as termination notices need to be made in writing by both the parties. Side agreements have not been made.
- 10.5 If the Bidder(s)/Contractor(s) or a partnership, the pact must be signed by all consortium members and partners.
- 10.6 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.
- 10.7 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.
- 10.8 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).....



SPECIFICATIONS& GENERAL TERMS AND CONDITIONS

Detailed specifications of various items of work and standards of workmanship will be as per CPWD norms and relevant I. S. Codes, unless noted otherwise. All materials to be used by contractor would be marked. Wherever ISI mark is not applicable, material will have to be approved by Engineer before incorporation in the work. Wherever required, manufacturer's specifications and / or Engineer's instructions will also be followed for special products.

GENERAL TERMS AND CONDITIONS OF CPWD (GCC 2014 Correction slip CON 302 WITH CORRECTIONS SLIPS AND UPDATED AMMENDMENTS FROM PAGE 13-61 WILL BE APPLICABLE AND FOLLOWED FOR THIS WORK

Accepted

(I have carefully read all the contents of Technical bid
& integrity pact
signed each page as a token of acceptance)

(Signature of bidder)

Name (Authorized signatory) -----

Seal of Company

**PART-II FINANCIAL/PRICEBID**

(Bids of the parties submitting the quotations will be evaluated based on the rates quoted. If any relevant column is found vacant / unreadable in this, financial bid will not be evaluated of that party)

**ITI LIMITED BANGALORE PLANT**Ref: **ITI/BGP/CIVIL/GEM/25-26/0004****PRICE BID / BILL OF QUANTITIES**

NAME OF THE CONTRACTOR:

SL No.	DESCRIPTION	UN-SKILLED	SEMI-SKILLED	SKILLED
1	Number of MAN POWER	17	2	1
2	Minimum wages per day (Basic+ DA)	805.00	893.00	981.00
3	Working Man Days per Month	26.00	26.00	26.00
4	Monthly Gross Wage	20,930.00	23,218.00	25,506.00
5	EPF @ 12% of Monthly Wages subject to a ceiling of Rs. 15,000/- per Month. [Provisional]	1,800.00	1,800.00	1,800.00
6	ESI @ 3.25% of Monthly Wages [Provisional] Note: ESI applicability is as per ESI Act.	680.23	0.00	0.00
7	EDLI @ 0.50% of Monthly Wages subject to a ceiling of Rs. 15,000/- per Month. [Provisional]	75.00	75.00	75.00
8	Administration Charges towards EPF @ 0.50% of Monthly Wages subject to a ceiling of Rs. 15,000/- per Month. [Provisional]	75.00	75.00	75.00
9	Sub Total	23,560.23	25,168.00	27,456.00
10	Total Man Power Cost per Month	4,00,523.83	50,336.00	27,456.00
11	Period of Cotract	12	12	12
12	One Year Man Power Cost	48,06,285.90	6,04,032.00	3,29,472.00
13	GST 18%	8,65,131.46	1,08,725.76	59,304.96
14	One Year Man Power Cost (included GST)	56,71,417.36	7,12,757.76	3,88,776.96
15	% Service Charges included GST			
16	Service Charges included GST	0.00	0.00	0.00
17	TOTAL MAN POWER Cost (included all Charges)	56,71,417.36	7,12,757.76	3,88,776.96

Signature of Bidder along with Seal

Preamble: The Tenderers are requested to read the following before quoting.



(Tender no: ITI/BGP/CIVIL/GEM/25-26/0004)

1. Price bid to be uploaded in price bid slot while uploading the tender in GeM Portal. Price bids which are not uploaded as per Price bid format, shall be liable for rejection.
2. % Service Charge quoted shall be inclusive of GST.
3. Any change in GST +/- during the currency of contract shall be on ITI LIMITED account. The Tenderer shall abide by prevailing GST act.
4. The Tenderers are requested to read the foot note also before quoting.

Note:

1. Statutory percentages shall be read in conjunction with latest rules/acts/regulations and policies promulgate by competent government authority.
2. For the purpose of payment of PF contribution, minimum wages prescribed by Central Labour Commissioner plus all other allowances.
3. For the purpose of payment of ESI contribution, minimum wages prescribed by Central Labour Commissioner.
4. For calculation of PF contribution, wages will be arrived at based on Basic, VDA and all allowances to be included, subject to the ceiling limit of Rs.15,000 per month. If the wages and other allowances exceeds Rs. 15,000/- per Month, the PF contribution @ 12% is payable only on Rs.15,000 per month and not on the entire wages. Only when the wages and all other allowances are below Rs.15,000/- per month, PF contribution @ 12% should be paid on actual wages.
5. If any new contractor labour are engaged and draws wages exceeding Rs.15,000/- per month, he should also be enrolled as member and the PF Contribution to be paid on Rs.15,000/- only in other words, all the contractor labour will be covered for contribution of provident Fund subject to the ceiling capping at Rs.15,000/- per month, the ceiling which is defined as per the act.
6. ESI: The Contractor shall produce to the client the details of payments of benefits like leave, ESI as applicable, employer's contribution towards EPF, etc., quarterly to its personnel. The Contract personnel shall be covered under the ESI Act 1948 as amended from time to time based on the gazette notifications by respective State Governments covering the area under the ESI Act. Those who are not covered under ESI, shall be covered under the Workmen Compensation Act, 1923, as applicable and in such cases ESI will not be paid by ITI Limited.
7. Any Statutory changes including revision in minimum wages/allowances as notified time to time shall be complied by the Contractor. No specific amendment to Contract would be required to be executed by the Contracting Parties in this regard. This will be paid on Production of necessary vouchers/records.
8. ESI, PF, EDLI, Administrative charges (Statutory) shall be calculated by the contractor as per the governing provisions, as applicable.
9. Any welfare measures laid down by the central / state enactments shall be duly complied by the contractors.
10. VDA will be reimbursed at actuals on payment and submission of necessary proof of payment.
11. 11. Attendance of labours deployed by the contractor will be recorded and regularized through Bio-metric attendance recording system installed at ITI Premises.



12. Payment will be made to the contractor as per the actual attendance of the labours.

Declaration shall be provided by the bidder in his letter head as listed below

- No escalation shall be entertained over the quoted rates during the tenure of the contract.
- The Price is quoted with all awareness of the site conditions and after going through the tender documents in details.
- We confirm that there would not be any price escalation during the tenure of contract period including extended period of contract.
- We confirm that we will abide by all the tender terms & conditions, scope of work and we do not have any counter conditions.
- We confirm that tendered items shall be executed/supplied as per specifications.
- In addition to the above, in case of any further Govt. tax liability arises during the currency of the contract, the same shall be borne by us accordingly.

(Signature of bidder)

Name (Authorized signatory) -----

Seal of Company



(Tender no: ITI/BGP/CIVIL/GEM/25-26/0004)_____