



(TENDERN~~o~~.ITI/FPE/NIT/2023/01/Retender)

## **TENDER DOCUMENTS**

**Supply & Installation of Walk in cold room in General Canteen**

**Tender Enquiry No: C/FPE/NIT/2023/01/Retender**

**Date of Opening :12/06/2023 (At11:00AM)**

**@**

**Office of the Addl. GM–CS, ITI Limited, Bangalore Plant.**

**ITI LIMITED,  
BANGALORE PLANT,  
BANGALORE–16.**



(TENDERNo. ITI/FPE/NIT/2023/01/Retender)

### **NOTICE INVITING TENDER**

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

Name of the work	: <u>Supply &amp; Installation of Walk in cold room in General Canteen</u>
Tender Ref. No	: (TENDER No: <b>C/FPE/NIT/2023/01/Retender</b> )
Period of Completion of work	: 30days
Approx. Estimated Value	: Rs. 4 Lacs
Earnest Money	: Rs.8000/-
Floating of Tender From - To	: <b>20/05/2023 to 10/06/2023</b>
Pre-Bid Site visit	: <b>20/05/2023 to 09/06/2023</b>
Pre - Bid meeting	: <b>05/06/2023 at 11:00am</b>
Last Date and Time of Submission of Tender (Part A&B)	: <b>10/06/2023 at 11:00am</b>
Date &Time for Opening of Tender (Technical bid-Part-A)	: <b>12/06/2023 at 11:00am</b>
Date & Time for Opening of Price bid (Part-B)	: Shall be intimated later
Submission of Bids shall be only through online process	: <a href="https://itilimited.euniwizarde.com">https://itilimited.euniwizarde.com</a>
Place of Opening of the Tender	: Office of the AGM-(CS)
Tender Documents Fee	: Rs.500/-in Cash or DD

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



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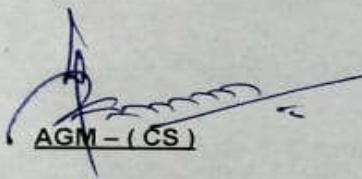
**PRE-QUALIFICATION CRITERIA AND SUPPORTING DOCUMENTS**

1. The Contractors having experience of executing above types of Renovation/refurbishing works under a single contract may apply with detailed certificates / credentials to the Addl. 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.4.00Lacs 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 80 % of the estimation.
  - OR
  - Should have carried out minimum 2 similar works during last 03 years with work order value (individually) not less than 60 % of the estimation.
  - OR
  - Should have carried out minimum 3 similar works during last 03 years with work order value not less than 40 % of the estimation.
5. The tenderer should have applicable Tax registrations (GST, PAN).
6. The tenderer should have valid GST No.
7. Tenderers should have a current / savings bank account with a scheduled commercial bank.
8. 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.
9. 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.
10. 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.
11. The Tender form should be signed by a person on behalf of the Firm/Organization, who is duly authorized to do so.
12. 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.
13. Applications containing false or inadequate information are liable for rejection and Bank reserves the right to blacklist those agencies. Any agency blacklisted /debarred by ITI Limited will be ineligible to participate in the tendering process.



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14. 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.
15. Solvency Certificate and valid income tax clearance certificate are to be furnished. The minimum Solvency value of Rs. 1,60,000/- to be furnished. Please note that the Solvency certificate issued by the Banks on or after April 2022 only will be considered.
16. Copies of Registration certificates of E.P.F & E.S.I.
17. 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.
18. The Contractor should have In-house capacity for planning and design with qualified Architects for providing architectural and structure drawings.



AGM - (CS)

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SIGNATURE OF THE CONTRACTOR



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"><li>Should have carried out minimum 1 similar work during last 03 years with work order value not less than 80% of the estimation.</li></ul> <p>OR</p> <ul style="list-style-type: none"><li>Should have carried out minimum 2 similar works during last 03 years (with work order value (individually) not less than 60 % of the estimation.</li></ul> <p>OR</p> <ul style="list-style-type: none"><li>Should have carried out minimum 3 similar works during last 03 years with work order value (individually) not less than 40 % of the estimation.</li></ul>	<p>Work orders and completion certificates in support of experience to be enclosed.</p>	
2.	Should have working experience in Relevant field for at least 03 years	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 7 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).	





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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 letterhead.	
8.	Average annual financial turnover during last 3 years ending 31 <sup>st</sup> March 2020.	Attach a separate neatly typed sheet on the letterhead of Registered Chartered Accountant OR enclose copies of audited Balance Sheet and Profit & Loss Statement for the previous 3 financial years.	



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**P A R T –**  
**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	

**SIGNATURE OF THE APPLICANT**  
(WITH SEAL)



**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 separate sheet, if required.

**SIGNATURE OF THE APPLICANT  
(WITH SEAL)**





**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 separate sheet, if required.

**SIGNATURE OF THE APPLICANT**  
**(WITH SEAL)**



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

No. ....

Date .....

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

Dear Sir,

With reference to your tender notice invited dated ..... 202\_, I/We offer our services as a contractor  
for **Supply & Installation of Walk in cold room in General Canteen**

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 SEAL)



### **GENERAL RULES AND INSTRUCTIONS**

1. Sealed tenders are invited from the agencies (the word/terms shall also include "tenderer(s)") for the work of **Supply & Installation of Walk in cold room in General Canteen.**
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 ITILimited 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 90 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-writings shall be numbered as 'c'/'i'/'o' and 'ow' and initialed and totals such c/i/o one each page certified at the end of the page with grand total at the end of the bill/schedule of quantities.



## **ADDITIONAL INSTRUCTIONS FOR VENDORS**

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

### **1. REGISTRATION PROCESS ON ONLINE PORTAL**

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

### **2. TENDER DOCUMENTS SEARCH**

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

### **3. BID PREPARATION**

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.



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

#### **4. BID SUBMISSION**

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

#### **5. AMENDMENT OF BID DOCUMENT**

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



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## **General Instructions**

**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. 8000/-** has to be enclosed along with the tender documents. EMD shall be 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. The refund of EMD to the unsuccessful technically qualified 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. EMD of the successful lowest bidder (L1) shall be held back as security in addition to 3% of total project value. 1<sup>st</sup> running bill against security deposit (2% EMD + 3% SD) and will be released only after completion of the works and site clearance.



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Exemption from EMD: The Agencies registered with National Small Industries Corporation (NSIC) / MSME shall be exempted from the payment of CTD (Cost of tender Document) and EMD ( Earnest Money Deposit ) only 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 late 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 NSIC/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.

Validity of Tender: Tender shall be valid for our acceptance without any change in rates as per NIT conditions for a period of 90 days from the date of opening of price bid.

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.

Deviations: No deviation from the stipulated terms and conditions will be allowed.

Contractor to acquaint himself with Site Conditions: Contractor shall acquaint himself fully with the site conditions and 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.

Correspondence: All the correspondence in respect of tender/contractual obligations shall be made to AGM-CS, ITI Limited, Bangalore plant, Bangalore-16.

Sales tax, work contract tax, or any other tax, any royalties, duties, levies, cess, entry tax, octroi, professional tax, stamp 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.

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.

A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge 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.

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.

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.

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.

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.

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.

Tender once submitted will remain with the company and will not be returned to the bidders.

Method of Evaluation of tender:

All the competitive tenders will be received on the specified date and time. On the specified date and time, the tender will be opened in the presence of the available tenderer. After the technical evaluation, if necessary, after discussions with tenderers, offers of those tenderer found technically acceptable will only be considered.

The notice inviting tender, general rules and instructions for the guidance of tenderers shall form a part of the contract document. The successful tenderer/ contractor, on acceptance of his tender by the Accepting Authority, shall, within 14 days from the stipulated date of start of the work sign the contract consisting of:-

Standard form of Agreement on Stamp paper. Cost of the stamp paper will be borne by the Contractor.

Notice inviting tender, all the documents including tender, drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto. General Conditions of Schedules leading to Technical Specification, Special Conditions, Technical Brochures in Schedules submitted by the tenderer etc.

Schedule Bill of Quantities

Defects Liability Period:

The Defects Liability Period for the works (including the materials incorporated therein) within the Contractor's scope of supply shall unless otherwise specified be 1 Year from the date of issue of the Completion Certificate for the respective work order. The CONTRACTOR shall, at his own cost and initiative, correct, repair and/or rectify any and all defect(s) and imperfections in work performed and/or materials, components or other items incorporated therein within the Contractor's scope of supply as shall be discovered during the Defects Liability Period.

Penalty for delay:

Penalty for delay of work - @ 1.00% per week of delay.

Provided always that the total amount of penalty for delay to be paid under the condition shall not exceed 10% of the tendered value of work.

Field Laboratory - the contractor has to establish field laboratory at site including all necessary equipment & skill manpower for the tests as per CPWD at his own cost to have proper quality control.

Sample including brand / quality of materials & fittings to be used in the work shall be as per the MAKE LIST and should get approved from the Engineer - In - charge, well in advance of actual execution.

PAYMENT ON ACCOUNT:



- a) 80 % of total contract value will be paid against the supply of materials at site and acceptance on prorata basis.
- b) Balance 20 % of the contract value will be paid after ;
- i) Satisfactory commissioning and handing over the entire system and
- ii) On your submitting a Bank Guarantee for a value of 50 % of the Security Deposit towards performance guarantee the extent required to cover the warrantee period.
- iii) For the works which do not involve supply of materials, erection and commissioning, the terms of payment will be per discretion of Executive in charge of ITI LIMITED.

**TIMELIMITFORPAYMENTOFFINALBILL:**

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 dispute for quantities and at rates as approved by Engineer-in-charge, shall be made within the period specified hereunder, 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 desires, 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:**

Tenderers are advised to visit the site before submission of the bids.

Tenderers 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 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 work, the Contract shall be terminated and EMD including security deposit shall be forfeited. In such case, the name of the agency is liable for being blacklisted and delisted from our approved list. In addition, Company reserves 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 the Employer, 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 the 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 his subcontractors or to his 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 or 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 its 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.

Signature of the Tenderer:

Signature of the Authorized / Accepting person with name, constitution & Authority Seal.



### **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 of ..... (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 tenders 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.



(TENDER No. ITI/FPE/NIT/2023/01/Retender

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 prejudicial 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 firm 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 of ..... month of 202\_.

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/o ..... resident of..... the sole proprietor of M/S ..... having office at the following address

.....  
.....  
.....

M/S ..... the partnership firm having an administrative/principal office at ..... represented 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, Shri ..... and (hereinafter called the Tenderer which term 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 work has been accepted by the ITI Limited on the terms and conditions set out therein and in the terms and conditions.

#### 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.





**(TENDER No. ITI/FPE/NIT/2023/01/Retender)**

5. In witness whereof parties have hereunto set their respective hands and seal 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.

**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 Prices shall mean the final accepted rates in the Bill of Quantities.
  - d. "Accepting Authority" shall mean the Addl. 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 Addl. 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 TENDERERS 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 keep 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.

**6 .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 work 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 their 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.

## **7 .SITE OFFICE AND FUNCTIONAL RESPONSIBILITIES:**

i. 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.

ii. Storage of materials: The contractor 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.

iii. 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 level at the contractor's 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, installation etc.

iv. 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.

v. 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 anykind of information connected with the ITI's installation or undertake any kind of contractor's workersemployees etc. Any such happenings shall be brought to the notice of appropriate authority of theEmployer.

## **8 CONTRACTOR'S EMPLOYEES:**

The contractor shall be directly responsible for employing suitable persons and for all reasons only theContractor shall be responsible to the Employer and all authorities concerned. The following terms shallalsoformpartofthecontract.

- No child Labour: No labour below the age of eighteen yeas shall be employed on the work. In caseof electrical works, the labour employed by the tenderer or their sub-contractor should beauthorized person as permitted by the Chief Engineer (Plant Electrical), ITI Limited. The Employershall not be responsible or any deviation and the contractor shall indemnify the Employer from anylegalactionorinanywaydirectlyorindirectly.
- Labour Legislation: The tenderer shall comply with the provisions of the payment of Wages Act, 1936, Minimum Water Act, 1948, Employees liability Act, 1939, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity benefits Act, 1961, and the Contractors Labour(RegulationandAbolition)Act, 1970,orthemodificationsthereoforanyotherlawsrelatingthereto and the rules made thereunder from time to time. The contractor will ensure that the rates of workpayable to the workmen by the contractor shall not be less than the rates prescribed under thelocallawsforsuchemployment.

The tenderer shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fairwage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors inconnectionwiththesaidwork, asifthelabourhadbeenimmediatelyemployedbyhim.

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

Dismissal of Workmen: The contractor shall on request of the Employer immediately dismiss or take offfrom the works any person employed thereon by him, who may in the opinion of the employer beunsuitable or incompetent or who may misconduct himself. Such discharge shall not be the basis of anyclaimforcompensationofdamagesagainsttheEmployeroranyoftheiremployee.

## **9 ASSIGNMENT:**

The whole of the works included in the contract shall be executed directly by the contractor and thecontractor shall not directly or indirectly transfer, assign or under let the contract or any part, share ofinterest therein. Such cause of action can be treated as breach of contract and liable for appropriateaction by the Employer. In the event shall not relieve the contractor from the full and entire responsibilityofthecontractandtotheEmployer.

**0 DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC:**

Damage to persons: The contractor shall be responsible for all injury to the work or workmen or 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-contractor's employees, whether such injury or damages arise from carelessness, accident or any sub-contractor or of any of his or a sub-contractor's 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 person employed by him.

The clause shall be held to include inter alia, 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.

Damage 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 damage 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 incident 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.



## **1 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.

## **2. 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 has 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 appellate 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.

## **3 SUSPENSION AND TERMINATION OF WORK:**

i. 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 Employers 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.

#### **4 SETTLEMENT OF DISPUTES AND ARBITRATION:**

It shall be inseparable part of the agreement that in the event of any dispute arising in connection with this contract that such dispute shall be referred to the sole arbitration to be appointed by the appellant authority.

The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration Act, 1940, or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The award of the arbitrator shall be final and binding on both the parties.

It is also a term of the contract that any fee TA, DA and other charges are payable to the Arbitrator shall be paid by both the parties equally.

#### **5 LIEN:**

i. 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 Employers shall be entitled to withhold as the case may be and also have alien 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.

Signature of the  
Tenderer/Contractor (with seal)



### **SAFETY CODE**

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 man 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 Bank 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



**PRECONTRACT INTEGRITY PACT**

TENDER No.

THIS Integrity Pact is made on ..... day of 202\_.

BETWEEN:

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

AND:

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

Preamble

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

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

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

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

Section 1-Commitment of the Principal

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

No employee of the Principal, personally or through family members, will in connection with the tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

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.

The Principal will exclude from the process all known prejudiced persons.

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.

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.

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.

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 on to 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.

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.

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.

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.

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

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 question the Principal is entitled to disqualify Bidder(s)/Contractor(s) from the tender process.

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

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.

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.

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.

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

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 prevention 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/ transparent 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.

If the Bidder(s)/ Contractor(s) makes incorrect statement on this subject, he can be disqualified from the tender process and 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

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 damage equivalent to Earnest Money Deposit/Bid Security apart from any other legal that may have accrued to the Principal.

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

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

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

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

#### Section 7- Criminal charges against violating bidder(s)/ contractor(s)

7.1 If the Principal receives any information of conduct of a Bidder(s)/Contractor(s) or sub-contractor/sub-vendor/associates of the Bidder(s)/Contractor(s) which constitutes corruption or if the Principal has substantiated 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)

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

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

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 of 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 on notice, a



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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.

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.

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.

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

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

Shri Javeed Ahmad, IPS (Retd.)

M-1101, Shalimar Gallant Apartment, Vigyanpuri, Mahanagar,  
Lucknow-226006

Any changes to the same as required / desired by statutory authorities is applicable. Section 9-  
Facilitation of Investigation

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

Section 10- Law and Jurisdiction

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.

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

Section 11- Pact Duration

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.

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).

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



Section 12-Other Provisions

This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate Office of the Principal at Bengaluru. Changes and supplements as well as termination notices need to be made in writing by both the parties. Side agreements have not been made.

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

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

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

4 The action stipulated 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 mentioned in the presence of the witnesses:

For PRINCIPAL                      For BIDDER(S)/CONTRACTOR(S)

.....

(Name & Designation)      (Name & Designation)  
Witness                      Witness

1) ..... 1) .....

2) ..... 2) .....

## SCOPE OF WORK

Contractor's scope of works will be Supply & Installation of Walk in cold room as per given specification mentioned below. If any changes required due to site condition that needs to be instructed by Engineer-in-charge.

Room Type	Chiller Room
Cold Room size (External)	OPTION 01: 6 x 6 x 8 ft
Insulation	Pre-Fab Modular PUF panels manufactured using cyclopentane blowing agent. By Blue Star Limited at wada, Maharashtra factory.
Thickness of PUF Panel	50 mm.
Inner & outer Lamination for wall & ceiling PUF panels.	Pre painted Galvanized Iron on Outside & inside finish. (PPGI/PPGI)
Door Size & type	01 No, 850 mm x 2000 mm flush type, swing door with basic accessories like handle with locking, auto door closing mechanism, ante condensation door heaters, sweep gasket, human safety release knob.
Ambient Temperature	+40 Deg C
Product stored	Food products
Product incoming temperature	+25 Deg C
Temperature required in room	+10 deg C to + 21 Deg C.
No of door opening per day	20-25 times
Refrigerant capacity offered	10000 Btu/hr.
Make of condensing unit	Blue star
Make of compressor	Emerson.
Refrigerant	R22
Make of evaporator	Blue star/Daikin/Carrier etc (Reputed brands only)
Defrost type	NA
Type of condenser	Air cooled
Digital Temperature indicator	Provided
Internal-Lighting	01 No, vapor proof
Power requirement	230 volts, single phase, 50 hz
Interconnecting between IDU & ODU	Copper pipes with cable- 5 Rmt Per unit
First charge of refrigerant	Considered



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## **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 material 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 AMENDMENTS 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/PRICE BID**

**(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)**



## Supply & Installation of Walk in Cold room in General Canteen

### BOM/BOQ

SI	Description	Qty	Rate	Amount
1	Supply of walk-in cold room wall panel, ceiling panel, flooring panel with door	01 Lot		
2	Supply of Refrigerant units <b>ODU:</b> 10000 BTU/HR <b>IDU :</b> Refrigerant Gas as per system requirement	01 No		
3	<b>Low side work:</b>  Supply of copper pipes, wires, vedoflex , drain pipes, gas along with ancillary material for piping & wiring per refrigeration system including floor insulation material items(We considered 05 Rmts copper pipe per refrigeration units)	01 No		
4	<b>Labour charges:</b>  Erection of Puf panels, mounting of indoor & outdoor units copper piping, vedoflex wiring, drain piping, pressure testing, leak testing, vaccumizing, gas charging, testing & commissioning.	01 Nos		
	Total			
	GST			
	<b>Grand Total</b>			



**Terms and Conditions :**

1. Quoted Rate is inclusive of all the materials, labour, transportation, insurance, loading/unloading, contractors profit, applicable taxes Including GST, etc. No further amount would be paid to the contractor.
2. All associated and ancillary work (scaffolding, panels etc ) will be the responsibility of the vendor.

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

- No escalations 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

SIGNATURE OF THE CONTRACTOR

SIGNATURE OF THE CONTRACTOR



[Type text]

[Type text]

[Type text]