



**Network Systems Unit**

(A Govt. of India Undertaking)

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**CIVIL ENGINEERING DEPARTMENT**

**Tender for “Construction of RCC foundation for Satellite Antenna”  
for the National Importance project.  
[Two Bid System]**

Sl. No.	ITEM	DESCRIPTION
1	Tender No.	ITI/NSU/CIVIL-DEL/2024/0112/27/Group3 dated 06/02/2025
2.	Sale of Tender document	Available on ITI e-Tendering portal <a href="http://www.ilttd.in">www.ilttd.in</a>
3.	Bid Submission Start Date	06/02/2025
4.	Bid Submission Last Date	21/02/2025 Up to 11: 00
5.	Bid Opening Date	21/02/2025 Up to 16:30
6.	Tender Fee	Group 1 : Rs. 5,000/- [Exclusive of GST @ 18%] Group 2 : Rs. 5,000/- [Exclusive of GST @ 18%] Group 3 : Rs. 5,000/- [Exclusive of GST @ 18%]
7.	Tender Opening Address	<b>Assistant Manager</b> ITI Limited ESG (ASCON), C/o. HQ 5 Sig Group, Opp. HQ Western Air Command, NH-8, Asmara Lines, Delhi Cantt. 110010.

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

Tenderer:

Shri/ M/s

.....  
.....

**Assistant Manager**

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

**Tender for “Construction of RCC foundation for Satellite Antenna” for the National Importance project. (Two Bid System)**

Dear Sir,

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

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

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

In consideration of I/We being invited to tender, I/We agree to keep the tender open for acceptance for 120 days from the date of opening of the technical bid thereof and not to make any modification in its terms and conditions which are not acceptable to the Company.

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

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

I/We further agree that in case my/our tender is accepted to deposit the additional Security amount of 3% in the form of Bank Guarantee Performance Security deposit under the General Terms and Conditions enclosed herewith.

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

Our Bankers  
are.....  
.....  
.....

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

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

Yours Faithfully,

**(CONTRACTOR/S)**

**Address:**

**Dated:**

Signed in the presence of

1. Witness.....

Address.....

Date:.....

2. Witness.....

Address.....

Date:.....

**IMPORTANT PARTICULARS**

SL NO.	DESCRIPTION	INFORMATION
1	REFERENCE NO. OF TENDER DOCUMENT	ITI/NSU/CIVIL-DEL/2024/0112/27/Group3 Dated 06-02-2025
2	DATE OF ISSUE OF NOTICE INVITING TENDER	06-02-2025
3	MODE OF SUBMISSION OF TENDER	E-Tendering
4	LAST DATE & TIME FOR SUBMISSION OF BIDS	21-02-2025
5	DATE & TIME OF OPENING OF TECHNICAL BIDS	21-02-2025
6	PRE-BID MEETING	14-02-2025 at Civil Engineering Department Scope complex core-6, gate 11, ITI Ltd, New Delhi
7	OPENING OF FINANCIAL BIDS	Shall be intimate later
8	COST OF TENDER DOCUMENT	Group 1 : Rs. 5,000/- [Exclusive of GST @ 18%] Group 2 : Rs. 5,000/- [Exclusive of GST @ 18%] Group 3 : Rs. 5,000/- [Exclusive of GST @ 18%]
9	EARNEST MONEY DEPOSIT (EMD) IN THE FORM OF DEMAND DRAFT/ BANKERS CHEQUE.	Group 1 : Rs. 47,075/- Group 2 : Rs. 34,766/- Group 3 : Rs. 51,560/-
10	CONTACT PERSON FOR QUERIES (BETWEEN 10AM TO 15.30HRS ON WORKING DAYS ONLY)	Mr. Kumar Gaurav Mob: 9956625645 Mr. Vishal Batra Mob: 9878216812 Email Id: <a href="mailto:civil_nsu@itilttd.co.com">civil_nsu@itilttd.co.com</a>
11	AVERAGE FINANCIAL TURNOVER ON CONSTRUCTION [ LAST THREE YEARS]	Group 1 : Rs. 7,06,128/- Group 2 : Rs. 5,21,492/- Group 3 : Rs. 7,73,403/-
12	ADDRESS FOR BID SUBMISSION	<a href="https://itilimited.ewizard.in/">https://itilimited.ewizard.in/</a>
13	SECURITY DEPOSIT	Ten percent of contract value.
14	VALIDITY	120 days from the last date of submission of opening of financial bid.
15	PRICE ESCALATION	NIL.
16	PERFORMANCE GUARANTEE	5% of contract value.
17	TIME ALLOWED FOR COMPLETION OF WORKS	Work order validity is 12 (Twelve) Months for full work order. Vendor has to complete the site within 45 days from date of handing over the site after which penalty will be imposed @ 1 percent each week max to 10 percent.
18	ESTIMATED COST	Group 1 : Rs. 23,53,760/- Group 2 : Rs. 17,38,306/- Group 3 : Rs. 25,78,011/-

**The bidder can participate in any number of group**

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

**Table A**

Group 1			Group 2			Group 3		
19 sites (Leh, J&K and Himachal Pradesh)			16 sites ( Rajasthan, Gujrat and Uttrakhand)			24 sites ( North Eastern Regions)		
Sl No	Region	Location	Sl No	Region	Location	Sl No	Region	Location
1	Region-1	Rockfall	1	Region-3	Marh	1	Region-6	Bunker
2	Region-1	KM 120	2	Region-4	Bediyabet	2	Region-6	Gangtok
3	Region-1	Bhurtse	3	Region-4	Jalipa	3	Region-6	Latok
4	Region-1	Baaz	4	Region-4	Lakhpat	4	Region-6	Sukhna
5	Region-1	Baraub	5	Region-4	Vigukot	5	Region-6	TR Junction
6	Region-1	Cheema	6	Region-5	Chhiyalekh	6	Region-6	Lumpo
7	Region-1	Himmat	7	Region-5	Goting	7	Region-6	Mago
8	Region-1	Kathi	8	Region-5	Gunji	8	Region-6	Sela
9	Region-1	Kissan	9	Region-5	Geldung	9	Region-6	Tenga
10	Region-1	Kupwara	10	Region-5	Kalapani	10	Region-6	Tezpur
11	Region-1	Niru	11	Region-5	Malari	11	Region-6	Yangtse
12	Region-1	Rustam	12	Region-5	Lapthal	12	Region-6	Andrala Omkar
13	Region-1	Baramulla	13	Region-5	Nelang	13	Region-6	Menga
14	Region-1	JT-1 (Gund)	14	Region-5	PDA	14	Region-6	Dinjan
15	Region-1	Mohubal	15	Region-5	Rimkhim	15	Region-6	Kapapu
16	Region-1	Rajouri	16	Region-5	Sumna	16	Region-6	Tadadega
17	Region-1	Sundarbani				17	Region-6	Bona
18	Region-2	Malling				18	Region-6	Rochham
19	Region-2	Shipki La				19	Region-6	Sarli
						20	Region-6	Shillong
						21	Region-6	Balua
						22	Region-6	Mipi
						23	Region-6	Maja
						24	Region-6	Sigar

**Vendor has to carry the Template from the nearest Zonal office of Each Region to the site for execution of the work.**

**List of Zonal Offices:**

- |             |              |             |
|-------------|--------------|-------------|
| 1. Leh      | 4. Jalandhar | 7. Bareilly |
| 2. Srinagar | 5. Bikaner   | 8. Tezpur   |
| 3. Jammu    | 6. Jodhpur   | 9. Kolkata  |

## SECTION - I

### NOTICE INVITING TENDER

ITI Ltd. invites item rate offers for the agencies having relevant experience in the field of Construction of Civil Works for the Tender of "Construction of RCC foundation for Satellite Antenna" for the National Importance project which will be in Northern states of India.

**NAME OF WORK:** Tender for "Construction of RCC foundation for Satellite Antenna" for the National Importance project.

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

Bidder can participate in any number of groups as per their preference/eligibility.

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

#### **e-Envelope-I [Technical Bid]**

Tender documents shall be filled, signed, and submitted/Uploaded in original.

The submitted Tender shall consist of the following:

- i. Cover note by the Bidder indicating the name of the Company/Organization, address, communication details (mobile numbers, landline numbers, fax numbers, e-mail ids for correspondence), name of the contact person, designation of the Bid submission authority. The bidder is also required to indicate the groups for which the bid is applied.
- ii. All the documents regarding eligibility criteria.
- iii. Complete set of tender documents original as sold dully/downloaded filled and signed by the tenderer as prescribed in the different places of the tender document.
- iv. Information regarding the tenderer [organization set up] as in the proforma enclosed at **Annexure- 8.**
- v. Bidder's Profile
- vi. Declaration regarding the Tenderers work of comparable nature and constructions organization in the proforma enclosed in **Annexure --9**
- vii. Cost of tender documents, and EMD.
- viii. Acceptance of all the terms & conditions indicated in our tender.
- ix. Income Tax Return for the last three financial years.
- x. PAN Number and GST Registration certificate.
- xi. Affidavit for proprietary/ partnership deed/article of association
- xii. Earnest Money Deposit (EMD) as specified in the tender and Tender document fee of Rs. 5,000 (Rupees Five Thousand Only) plus GST @18% i.e., Total Rs. 5,900.00) shall be payable with the bid. This shall be paid well in advance of tender submission time through Demand Draft or NEFT or bank transfer or Pay Order drawn at a Scheduled Bank/Post Office in favour of ITI Limited (N S UNIT), Dooravani Nagar, Bengaluru - 560016. The Bank details for crediting/Transferring money to ITIL is as below.

Account No: 10637729843  
Bank: State Bank of India  
Branch: IFB  
IFSC Code: SBIN0009077  
MICR Code: 560002016  
Type of Account: CC A/c.

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

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

**Note:**

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

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

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



## 1. ELIGIBILITY CONDITIONS FOR THE BIDDERS

### i. MINIMUM ELIGIBILITY CRITERIA FOR PARTICIPATION IN THE TENDER

ITI Ltd invites item rate offers from Civil Contractors having executed similar works in Reputed Private or Government Departments.

### ii. WORK EXPERIENCE FOR ELIGIBILITY.

Experience of having completed similar works during the last 7 years ending last date of submission of tender.

- a. Three similar works each costing not less than 40% of the estimated cost put to tender. or
- b. Two similar works each costing not less than 60% of the estimated cost put to tender. or
- c. One similar work costing not less than 80% of the estimated cost put to tender.

Similar works mean Construction of Civil Works.

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

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

### iii. Financial Strength:

- a. The average annual financial turnover on construction for the last 3 years shall be at least as specified in the NIT [Important information]. The requisite Turnover shall be duly certified by a Chartered Accountant with his seal/Signatures and registration number. **[Annexure-7]**
- b. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
  - Made misleading or false representation in the forms, statements, affidavits, and attachments submitted in proof of the qualification requirements, or record of submission of any false/fake documents. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, etc.,
  - Participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Employer.

Thanking  
you Yours  
faithfully

For ITI Limited

**Additional General Manager - NSU**

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

## SECTION - II

### INFORMATION TO BIDDERS

#### 1. CLARIFICATIONS:

Bidders desirous of seeking clarifications on the Tender may send their queries through email to: [civil\\_nsu@itild.co.in](mailto:civil_nsu@itild.co.in) also on <https://www.tenderwizard.com/ITILIMITED>

- 1.1 On the Bid opening day, only technical bids will be opened. The Bidders who are desirous of attending bid opening may do so as per the e-Tendering process (TOE).
- 1.2 Bids without authenticated proof of Bid document fee, EMD and other technical compliances as required and prescribed in this Tender, will be rejected.
- 1.3 The date for opening the financial bids will be communicated to all technically qualified and eligible bidders separately, through registered email.
- 1.4 The address for all correspondences regarding this Tender shall be marked to AGM (NS), NS Unit, ITI Limited through E-mail: [civil\\_nsu@itild.co.in](mailto:civil_nsu@itild.co.in)
- 1.5 The offers prepared by the Bidders and all the correspondences and documents relating to the offers submitted/exchanged by the Bidder shall be written in the English language.
- 1.6 ITI reserves the right to suspend or cancel the tender process at any stage, or to accept, or reject any, or all offers at any stage of the process and/or to modify the process, or any part thereof, at any time without assigning any reason, without any obligation or liability whatsoever and the same shall be published in the ITI website or intimated through email.
- 1.7 ITI Ltd does not take any responsibility for the delay caused due to non-availability of internet connection or sever/traffic jam, etc. for online bidding.
- 1.8 The Bidder shall bear all costs associated with the preparation and submission of its Tender, including the cost of presentation for the purpose of clarification of the offer, if so desired by ITI.
- 1.9 At any time prior to the last date for receipt of offers, ITIL, may, for any reason, whether at its own initiative or in the response to a clarification requested by the prospective bidders, modify the Tender document.
- 1.10 Also, ITI may, at its discretion, extend the last date and time for the receipt of offers and/or make other changes in the requirements set out in the Invitation for Tender at its own accord or in order to provide reasonable time to bidders to take the amendments into account in preparing their offers.
- 1.11 If the last day for the bid submission is declared as a holiday, the bid will be opened at the same time on the next working day.

## 2. SIGNING OF BID

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

## 3. DISCLAIMER:

- 3.1 ITI and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of ITI and/or any of its officers, employees.
- 3.2 All information contained in this Tender provided/clarified is in good faith and interest. This is not an agreement and is not an offer or invitation to enter into an agreement of any kind with any party.
- 3.3 Though adequate care has been taken in the preparation of this Tender document, the interested bidders shall satisfy themselves that the information contained in the document is complete in all respects to enable them to make an informed decision to bid. Interested Bidders are required to make their own enquiries and assumptions wherever required.
- 3.4 Information provided in this document or imparted to any respondent as part of the Tender process is confidential and shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or organization.

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

- 4.1 Earnest money deposit of an amount as mentioned in NIT is required to be submitted along with the tender in favour of ITI Ltd NS Unit Bengaluru as per NIT.
- 4.2 The EMD shall be payable to the ITI without any conditions, recourse, or reservations.
- 4.3 The bid will be rejected by the ITI a non-responsive and shall not be considered in case if the amount of EMD is not received as specified in NIT.
- 4.4 **Return of Earnest Money deposit:** No interest shall be allowed on the Earnest Money deposit by the Tenderer. The earnest money of the unsuccessful tenderer will be refunded within 15 days on their request after the issuance of LOA to the successful bidder.
- 4.5 The Earnest Money deposited by the successful tenderer will be retained towards the Security deposit for the fulfilment of the contract, but shall be forfeited if the tenderer fails to submit the Performance Guarantee of 5% of the tendered value, the requisite security deposit as per General Terms and conditions of the contract and/or Fails to start the work within a period of 15 days after issue of the LoA in writing.

The earnest money deposit of L-1 will be released only after submission of the Performance guarantee of 5% on the award of work and their confirmation from the bank.

4.6 **Security Deposit:** Total Security deposit in the work is 10% of the contract value. The security deposit will be recovered by deduction from the running bills of the contractors at the rate of 5% of the gross value of work done. This is in addition to the performance guarantee of 5% mentioned above. Further, the contractor has to furnish the "No Claim Certificate to ITI Ltd at the time of claiming refund of retention money in confirmation of his having no claim against ITI Ltd on getting refunded the security deposit.

4.7 **Refund of Security Deposit:** S.D deducted from the contractor's bill shall be refunded to the agency on the certificate of Engineer-In-Charge after the expiry of the Defects liability period of **one** year [01] and obtaining no defect certificate from the concerned officials. [Engineer in charge].

4.8 **The EMD may be forfeited:**

- a. If a bidder withdraws the bid after bid opening during the period of validity.
- b. In the case of the successful bidder, if the agency fails to sign the Agreement within 15 days from the date of issue of LoA or furnish the required performance security or fails to commence the work within the stipulated period prescribed in the contract.

4.9 **ORDER OF PRECEDENCE:**

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

- a. Letter of the award, along with the statement of agreed variations and its enclosures if any.
- b. Corrigendum Addendum, Clarifications, etc.,
- c. Special conditions of Contract
- d. Descriptions of the bill of quantities /Schedule of quantities.
- e. General conditions of Contract
- f. Drawings.
- g. Relevant IS codes/National building code-2015.
- h. CPWD specifications [as specified in the Technical specification of the tender] updated with correction slips issued up to the last date of receipt of tenders.

5. **Interpretation to Tender Document before tenders are received:**

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

final and binding on all parties. The company will not be responsible for any other interpretation and the same will not be binding on the company.

**6. Addenda:**

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

**7. Only One Proposal**

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

**8. Proposal Validity**

The tender must remain valid for 120 days after the last date fixed for submission of tender including the extension(s) given if any.

**9. Independent External Monitors:**

- a. In respect of this assignment, the Independent External Monitors [IEM's] would be monitoring the bidding process and execution of the contract to oversee the implementation and effectiveness of the integrity Pact Program.
- b. The Independent External monitors [IEM's] have been appointed by ITI Ltd, in terms of Integrity Pact [IP]-Section6, which forms part of the tender/contracts. The name of the Independent External Monitors is posted on ITI's website. [www.itilttd.in](http://www.itilttd.in)
- c. This panel is authorised to examine /consider all references made to it under these terms of the Integrity Pact. The Independent External Monitors [IEM's] shall review independently, the cases referred to them to assess whether and to what extent the parties concerned comply with the obligations under the integrity pact entered into between ITI and Consultant.
- d. The Independent External Monitors [IEM's] has the right to access without restrictions to all project documentation of the Employer including that provided by the contractor. The contractor will also grant the Monitor, upon his request and demonstrations of a valid interest, unrestricted and unconditional access to his project documentation. The same applies to sub-consultant. The monitor is under contractual obligations to treat the information and documents of the bidder/consultant with confidentiality.

## 10. Clarifications and Amendment of Bid Documents

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

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

11. The intending tender [s] must read the terms and conditions of the GCC carefully. He should only submit his bid if eligible and in possession of all the documents required.
12. Integrity pact duly signed by the tenderer shall be submitted. Any bid without a signed integrity pact shall be rejected. [Annexure]

## 13. TIME SCHEDULE FOR COMPLETION OF WORK

Completion period is 8 (Eight) Months.

## 14. Water supply at the site of work.

The contractor has to make his arrangements for the water required for the work at his own cost.

## 15. Power supply at the site of work:

The Contractor has to make his arrangement for the power required for the work at his own cost.

16. **Inspection facilities:** The contractors while erecting the sheds, storehouses, and yards as per the clause of the contract, shall also provide space of above 20 sq. meters for the inspecting staff of the company.

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

18. Responsibility of obtaining permission for tree cutting if any will be the scope of the contractor.
19. The contractor has to take up the work of RCC foundation on priority as per ITI Ltd. requirement.
20. The project engineer should have past experience of working with Army projects.
21. **The site and Local conditions:**

The sites will be shown to the tenderers by the representatives of the authority inviting tender. However, a tenderer shall finalize the program of his visit to the site with authority inviting tender for necessary arrangements.

The Sites are located in the following locations:

Name of the sites and location: **Enclosed Table A**

**22. PAYMENT TERMS:**

Payment will be made as per following conditions:

- (i) Stage 1- 80% payment of executed work will be made after completion of work.
- (ii) Stage-2- 10% payment of total (All sites of group) will be made after completion of works all sites.
- (iii) Stage-3- 10% payment of total will be made after installation of satellite antenna and handing over the site to use. (All sites of group)

- **Note:** 5% of the gross amount payable to the contractor will be retained from each running bill as a security deposit in addition to the performance guarantee of 5%. The security deposit will be released to the bidders after successful completion of the defect liability period.
- ITI reserves the right to forfeit the Performance guarantee in addition to the security deposit in the event of the tenderer's failure of any of the contractual obligations or in the event of termination of the contract as per terms and conditions of the contract.

23. The Tenderer shall quote rates both in figures as well as in words. In case the tenderer has quoted Two different rates in word and figures, the rates which correspond to the amount worked out by the contractor are taken as correct. When the amount of an item is not worked out by the contractor, or if it does not correspond with the rates written either in figures or in words, then the rate quoted by the contractor in words is taken as correct. When the rate quoted by the contractor in figures and words tallies, but the amount is not worked out correctly, the rates quoted by the contractor is taken as correct and not the amount.
24. The Tender shall contain the name, address, and place of business or person or persons making the tender and shall be signed by the tenderer with his signature. The partnership firm shall furnish the full name of all partners in the tender. It may, however, be signed in the partnership name by one of the partners or duly authorised representative, followed by the name and designation of the person signing the tender. Tenders by a corporation or by a person are signed in the name of the corporation by a person duly authorized to do so. In case it is signed by an authorized representative, a power of attorney on that behalf shall accompany the tender. A copy of the constitution of the firm with the names of the partner shall be furnished.

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

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

27. Before submission of tender, the tenderer is advised to visit the site (with prior arrangement with the officer issuing the tender) and inspect the site of work and its environments, and be well acquainted with the actual working and other prevalent conditions and fluctuations thereof, and to quote his rates accordingly after taking all the factors into account.

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

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

**30. Rejection of Tender:**

- a) Tenders in which any of the particulars and prescribed information is missing or incomplete in any respect are liable to be rejected.
  - b) Canvassing of any kind is strictly prohibited and the tender submitted by the tenderer who resorts to canvassing is liable to be rejected.
  - c) The tender containing uncalled remarks for any conditions are liable to be rejected.
  - d) No Page of the tender documents shall be removed or altered and the whole set must be submitted after being duly filled in and signed. Failure to comply with these instructions may result in the rejection of their tender.
31. The Company reserves the right (i) to reject any or all the tenders without assigning any reasons, therein (ii) to distribute the work between more than one contractor. The whole work may be split up in two parts and accepted in parts entirely at the sole discretion of the company (In the ratio of 60:40 at the rate of L-1). Or in three parts in the ratio 50:30:20 at the rate of L1). The tenderer should specifically state in case he would be unwilling to accept a part of the work.



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

32. Should tenderer have relative or relatives or in the case of a firm or private limited company one or more of its partner or relatives of the partners employed in the company, the tenderer should furnish complete information to that effect at the time of submission of the tender.
33. The successful tenderer shall be required to execute an agreement in duplicate in the proforma attached with the tender documents as **Annexure-1** In the event of failure of the tenderer to sign the agreement within 15 days from the date issue of the notice of acceptance of the tender, the amount of Earnest money shall be forfeited to the company and acceptance of the tender shall be considered as withdrawn.
34. **PERFORMANCE GUARANTEE.** The successful bidder/contractor shall provide to the employer total performance security of Five percent [5%] of the Contract price covering initially the period of completion of construction work plus 90 days within 15 days after issue of Letter of acceptance but before signing the contract, performance security of Three percent of the Contract price shall be submitted by the successful bidder to ITI. In case the time for completion of work gets extended, the contractor shall get the validity of the performance Guarantee extended to cover such extended time for completion of work. [**As per Annexure-** ]
- A) Performance security of Five Percent [5%] to be submitted by the successful bidder after the receipt of the letter of acceptance shall be either in the form of 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.
- B) Failure of the successful bidder to comply with the requirement of delivery of Performance Security as per provisions of the tender clause shall constitute sufficient ground for cancellation of award and forfeiture of the Earnest Money. Such a successful bidder who fails to comply with the above requirements is liable to be debarred from participating in bids under ITI Limited for one year.
- C) For delay in submission of Performance of guarantee more than 15 days from the date of issue of LOA penal interest of 18% per annum to be charged on the amount of performance guarantee.
35. **Taxes and Duties:** On implementation of GST many of the previously existing taxes have been subsumed in the same. However, taxes, duties, cess royalty, if any remaining in vogue which a bearing on the rates should be considered while submitting the tender. **GST as applicable will be paid Separately. In the event of non-payment/default of any statutory compliances in payment of any tax or any labor dues**, EPF, ESIC, etc., by the contractor or in case of any financial implication on ITI Limited the ITI reserves the right to hold the dues/payment of the contractor and make payment to local/State/Central government authorities or labors as may applicable including penalty thereof.
- a) The Contractor Price is inclusive of all taxes, duties, cess, and statutory levies payable under any laws, Other than Goods and Services Tax (GST) levied by Union and State Governments (CGST, SGST, UTGST, IGST).

- b) In case of a change in the rate of tax or any provision relating levy of tax resulting in an increased burden of tax on the contractor, the contractor shall not be entitled to receive any compensation for such increase in quantum of tax payable by the contractor., however, recovery shall be made from the contractor on account of a decrease in rates of tax.
- c) The contractor must be registered under the goods and services tax (GST) laws, and a copy of the registration certificate shall be submitted to ITI.
- d) Apart from registration as mentioned at c) above, Contractors shall also obtain all other necessary registration required under any other Local / State/Union Government Statute, for the execution of this contract, if any.
- e) Apart from compliances mentioned above, in the event of non-payment/default in payment of taxes and duties and any other statutory compliances, under any other Local/State/Union Government Statute, ITI reserves the right to withhold the dues/payment of contractor and make payment to Local/State/Union Government authorities or Labourers, as may be applicable.
- f) It is clearly understood that the contractor is fully aware of all GST Laws and his liabilities and responsibilities under the said laws including but not restricted to correct HSN/SAC code, the applicable rate of taxes of GST, or otherwise on which his liability has to be paid and discharged. ITI shall have no liability or responsibility from any penalty or proceedings or any other liability levied or leviable on the contractor because of lower deduction or any other such non-compliance of the Contractor.
- g) Bidders will examine the various provisions of The Central Goods and Services Tax Act, 2017 (CGST)/Integrated Goods and Services Tax Acts, 2017 (IGST)/ Union Territory Goods and Services Tax Act,2017 (UTGST)/ respective states State Goods and Service Tax Act (SGST) also, as notified by Central/State Government and as amended from time to time and applicable taxes before bidding. Bidders will ensure that the full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

### **36. Policy for Micro and Small Enterprises [MSE's]**

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

- a) MSE's which are specified by the Ministry of Micro, Small, and Medium Enterprises under MSED Act.2006 and Public Procurement Policy 2012 as Manufacturing/Services Enterprises should have registered with NSIC/MSME.
- b) Tenderers seeking exemption should enclose a photocopy of valid registration Certificate giving details such as product/Services and Monetary limits failing which they run the risk of their tenders being passed over as ineligible for these concessions.
- c) The items of Product/Services mentioned under NSIC/MSME certificate should be the same or similar to the tendered items/Schedule of items of Tender]
- d) The monetary limit stipulated in the NSIC/MSME certificate of MSE's should be equal or more than the value of works /supply is/are " In hand progress" awarded under MSME

- benefits during the financial year plus estimated cost of this tender for availing EMD exemption.
- e) If the monetary limit is less than the value of work/Supply “ In hand [Progress] awarded under MSME benefits during the financial year plus estimated cost of this tender, they should obtain a "competence Certificate” from participating in this tender as well as avail MSME benefits.
- f) During the bid evaluation, EMD exemption shall be granted to the NSIC/MSME registered firm. In case, the NISC, MSE’s registration certificate is found invalid during evaluation the bid of such bidder shall be rejected.
- g) ITI may consider the award of work to MSE’s as per the provision of Public Procurement Policy for Micro and Small Enterprises [MSE’s] order 2012, with special provision for Public Procurement Policy for Micro and Small enterprises owned by the Scheduled case or the Scheduled tribe enterprises.
37. Consortium/Joint ventures companies shall not be permitted. No single firm shall be permitted to submit two separate applications.
38. If at any stage, any information/documents submitted by the applicant is found to be incorrect, false, or have some discrepancy that disqualified the bidders/firm then, the Company shall take the following action:
- Forfeit the entire amount of EMD submitted by the firm.
  - The bidder/Firm shall be liable for debarment from tendering in the Company apart from any other appropriate contractual legal action.
39. The tender award execution and completion of work shall be governed by tender documents consisting of Letter of award/Letter of work order, Bill of quantities, Special Conditions of Contract, General Conditions of Contract, Specifications, Drawings. The tenderer shall be deemed to have gone through the various conditions, including subsoil water conditions, the topography of the land, drainage and accessibility, etc., or any other working conditions/Insurgency which in the opinion of a contractor will affect his price/rates before quoting their rates. No claim whatsoever against the foregoing shall be entertained.
- 40. SITE VISIT AND COLLECTING OF INFORMATION ON THE SITE:**
- Before submission of tender, the tenderers are advised to visit the site, its surroundings to assess and satisfy themselves about the local conditions such as the working and other constraints at site, approach roads to the site, availability of water & Power supply, application of taxes, duties, and levies as applicable and any other relevant information required by them to execute the complete scope of work.
- a) Site conditions including access to the site, Working time, existing and required roads, and other means of transportation for use by him in connection with the work.
- b) Source and extent of availability of suitable materials including water etc., and labour [skilled and un skilled] required for work and laws and regulations governing their use.

- c) Geological, Metrological Topographical, and other general features of the site and its surroundings are about and needed for the performance of the work, with other specifications, drawings for references, and guidance.

**41. TESTING OF MATERIALS**

- b) Samples of various materials required for testing shall be provided free of charge by the contractor. The testing charge shall be borne by the contractor. All the other expenditures required to be incurred for taking the samples conveyance packing etc. shall also be borne by the contractor himself.
- c) In case there is any discrepancy in the frequency of testing as given in the list of mandatory tests and that in individual sub-heads of work as per C.P.W.D. latest edition specifications the higher of the two frequencies of testing shall be followed and nothing extra shall be payable to the contractor on this account.

42. The rate for all items in which the use of cement is involved is inclusive of charges for curing.

43. The contractor is to bear all charges towards the cost of testing. However, ITI Ltd. will be free to engage any other agency towards performing/conducting all tests as per IS/CPWD norms.

**44. CLARIFICATIONS AFTER TENDER SUBMISSION:**

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

45. The work executed by the contractor shall be subject to audit and quality control checks from the Quality Control Division & Technical Audit ITI Ltd, Client, and Inspecting Agency of the Client and Chief Technical Examiner of Central Vigilance Commission, Govt. of India. In the eventuality of any defect/ substandard works as brought out in the report or noticed otherwise at any time during execution, maintenance period, etc., the same shall be made good by the contractor without any cost to ITI Ltd. In case the contractor fails to rectify the defect/sub-standard work within the period stipulated by ITI Ltd., ITI Ltd shall get it rectified at the risk and cost of the contractor and shall recover the amount from the dues of the contractor.

46. The structural and architectural drawings shall at all times be properly correlated before the execution of any work. However, in case of any discrepancy in the item given in the schedule of the quantities appended with the tender and architectural drawings relating to the relevant item the former shall prevail unless otherwise given in writing by the Engineer-In-charge.

47. The foundation trenches shall be kept free from water while all the works below ground level are in progress.
48. The General Tender notice shall be deemed to form part of the agreement.
49. **Escalation in Price:** No escalation will be paid on account of any increase in the price index in the price of material or labour. No price escalation shall be applicable even during an extended period for completing the works.
50. **CONFIDENTIALITY:** Information relating to the evaluation of tenderers and recommendations concerning awards shall not be disclosed to the bidders who submitted the tender or to other persons not officially concerned with the process until the publication of the award of the contract. This undue use by any bidder of confidential information related to the process may result in the rejection of its tender and may be debarred from participating.

---- END OF SECTION –II ----

### SECTION -III

#### INSTRUCTIONS FOR ONLINE BID SUBMISSION

1.	Submission of Bids shall be only through online process which is mandatory for this Tender.
1.1	<b>Tender Bidding Methodology:</b> <b>Sealed Bid System</b> Tender Type: Two bids i.e., Technical and Financial Bids shall be submitted by the bidder at the same time on the portal.
1.2	<b>Broad outlines of the activities from Bidder's perspective:</b>
1.2.1	Procure a Digital Signing Certificate (DSC)
1.2.2	Register on Electronic Tendering System® (ETS)
1.2.3	Create Users and assign roles on ETS
1.2.4	View Request for Proposal (Tender) on ETS
1.2.5	Download Official Copy of Tender Documents from ETS
1.2.6	Clarification to Tender Documents on ETS
1.2.7	Query to ITI LTD (Optional)
1.2.8	View response to queries posted by ITI LTD, as an addendum/corrigendum.
1.2.9	Bid Submission on ETS
1.2.10	Attend Public Online Tender Opening Event on ETS Opening of Technical/Financial Part
1.2.11	View Post-TOE Clarification posted by ITI LTD on ETS (Optional) Respond to ITI LTD's Post-TOE queries.
1.3	For participating in this tender online, the following instructions need to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS. <b>Note 1:</b> It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. BOQ (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer. <b>Note 2:</b> While uploading the documents, it should be ensured that the file name should be the name of the document itself.
1.4	<b>Digital Certificates:</b> For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC) also referred to as Digital Signature Certificate (DSC) of Class 3 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <a href="http://www.cca.gov.in">http://www.cca.gov.in</a> ].
1.5	<b>Registration in e-procurement portal:</b> Bidder has to Register first in <a href="https://itilimited.euniwizarde.com/">https://itilimited.euniwizarde.com/</a> .and then Tender document can be downloaded from the web site: <a href="https://itilimited.euniwizarde.com/">https://itilimited.euniwizarde.com/</a> and bid has to be submitted in the e-format.
1.6	<b>ITI LIMITED has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.</b>
1.7	<b>Special Note on Security of Bids:</b> Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically, for Bid Submission, some security related aspects are outlined below: - As part of the Electronic Encrypt functionality, the contents of both the 'Electronic Forms'

	and the 'Main-Bid' are securely encrypted using a Pass-phrase created by the server itself. The Pass phrase is more difficult to break. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a User organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender opening officers of the User organization and the personnel of e-tendering service provider.
1.8	<p><b>Public Online Tender Opening Event (TOE):</b>                  ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet.                  Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on ETS.                  As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The work of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.                  ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the User for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders in electronic forms. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.                  ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.</p>
1.9	<p><b>Other Instructions:</b>                  For further instructions, the vendor should visit the home page of the portal i.e. <a href="https://itilimited.euniwizarde.com/">https://itilimited.euniwizarde.com/</a>  <b>Important Note:</b>                  It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.</p>
1.10	<b>The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:</b>
1.10.1	Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your tender submission deadline on ETS.
1.10.2	Register your organization on ETS well in advance of your tender submission deadline on ETS.
1.10.3	Get your organization's concerned executives trained on ETS well in advance of your tender submission deadline on ETS.
1.10.4	Submit your bids well in advance of tender submission deadline on ETS to avoid any unforeseen last-minute problems due to internet timeout, breakdown, etc. While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth instruction is relevant at all times.
1.11	<p><b>Minimum Requirements at Bidders end:</b>                  Computer System with good configuration and OS preferably supporting Windows, Word, Excel &amp; PDF, High Speed Broadband connectivity, Internet Browser and Digital Certificate(s).</p>

## **1.0 BID OPENING AND EVALUATION:**

### **1.1 Opening of bids by the ITIL:**

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

The TOC shall ascertain that The bidders who have not made payment of bid cost and EMD online then the Physical Envelopes of Bid Security and Bid cost should be submitted to AGM (NS) ITI Ltd, NS Unit Doravaaninagar 560016 Bangalore before tender submission time to meet the preliminary requirement of eligibility otherwise their bids shall not be opened/downloaded from the E-tender portal.

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

The hard copy of the technical bid document may be sent to AGM (NS) ITI Ltd, NS Unit Doravaaninagar 560016 Bangalore and should be reached on or before the technical bid opening.

## **2. CLARIFICATION OF BIDS BY THE ITIL:**

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

## **3. VERIFICATION OF BIDS BY THE ITIL:**

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

## **4. PRELIMINARY EVALUATION:**

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

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

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

**---- END OF SECTION –III ----**



## **SECTION-IV**

### **SCOPE OF WORK**

ITI Limited is planning to place satellite antenna.

For, placing the satellite, the RCC foundation is required. hence, it is proposed to construct an R.C.C foundation for satellite antenna at the satellite stations. The foundation dimension will be approx. 2.0 m x 2.0m x 0.8m. the drawing is attached. The tentative breakup of the number of satellite stations is mentioned state wise in the table A.

**The vendor has to collect the template from State Zonal Office and carry them to the sites.**

Construction of the R.C.C foundation should be carried out with concrete of grade M25. Reinforcement should be done as per the approved design by ITIL with Fe500 TMT Bars.

The template for 3.8m antenna pedestal will be provided by the Antenna supplier for fixing the antenna on the foundation for each sites at the time of construction of RCC foundation for satellite antenna. the template will installed during the foundation.

Proper excavation need to be done as per instruction of site incharge. All P.C.C work should precede manual compaction of the soil.

The materials to be used stone grit & sand and steel reinforcement should be as per specification and must be free from dirt .

During concreting due care is to be taken for placing the temple of Satellite antenna at correct position. Furthermore, concreting is to be done in layers of 20 cm depth.

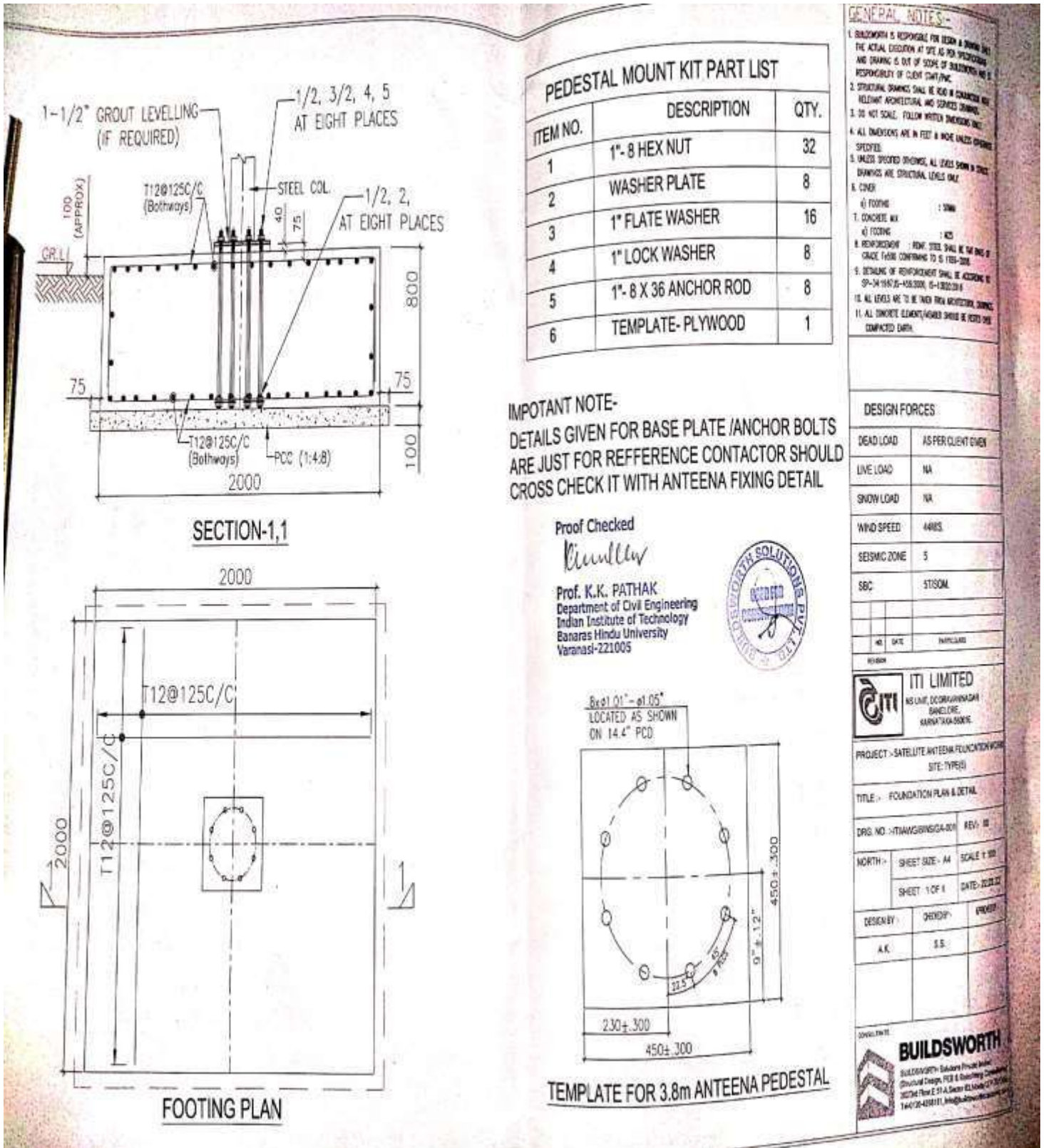
For mixing of concrete mechanical mixer is to be used.

For compaction of concrete, vibrator is to be used.

Curing of concrete shall be under IS:456. Concrete shall be cured by keeping it moist for the period specified herein to ensure that complete hydration and hardening take place.

21 Days curing of the RCC foundation is to be done by making proper mound and filling the same with water. Curing for the sides of foundation is to be done by covering the surface withgunny bags.

The tentative drawing is attached below.



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**GENERAL CONDITIONS OF CONTRACTS  
FOR  
CIVIL ENGINEERING WORKS**

**1.0 DEFINITION AND INTERPRETATIONS:**

**1.1 Definition:**

**1.1.1 GENERAL:**

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

**1.1.2 COMPANY:**

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

**1.1.3 MANAGEMENT:**

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

**1.1.4 CONSULTANT:**

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

**1.1.5 GENERAL MANAGER (GM):**

General Manager shall mean the officer in Administrative charge of the project.

**1.1.6 CHIEF ENGINEER:**

Chief Engineer shall mean the officer-In-charge of the Civil Engineering Department of the Project.

**1.1.7 ENGINEER:**

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

**1.1.8 ENGINEER'S Representative:**

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

**1.1.9 CONTRACTOR:**

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

**1.1.10 CONTRACT:**

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

**1.1.11 WORKS:**

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

**1.1.12 SPECIFICATION'S:**

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

**1.1.13 ACCEPTED SCHEDULE:**

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

**1.1.14 DRAWINGS:**

'Drawings' shall mean the maps, drawings, Plans, and tracings or prints thereof annexed to the contract and shall include any modification of such drawings as may be issued or approved in writing by the Engineer from time to time.

**1.1.15 CONSTRUCTIONAL PLANT:**

'Constructional Plant' shall mean all appliances or things of whatsoever nature required for the execution, completions or maintenance of the works or temporary works (as herein after define) but does not include materials or other things intended to form or forming part of the permanent work.

**1.1.16 TEMPORARY WORKS:**

'Temporary work' shall mean all temporary works of every kind required for the execution, completion or maintenance of the works.

**1.1.17 SITE:**

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

**1.1.18 PERIOD OF MAINTENANCE:**

**Period of Maintenance shall mean a period of 12 months of maintenance from the date of completion of the work as specified by the Engineer in charge.**

**1.1.19 Letter of Acceptance:**

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

**1.1.20 APPROVED:**

'Approved' means approved in writing by the Engineer including subsequent written confirmation of previous verbal approval and Approval means approval in writing including as aforesaid.

**1.1.21 CONTRACT VALUE:**

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

**1.1.22 WORK ORDER:**

'Work Order' shall mean the order in writing by the Engineer, intimating the contractor to commence the work wholly or partly, showing the date of commencement and completion of the work as a whole or the part so ordered to be commenced.

**1.1.23 DATE OF COMMENCEMENT:**

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

**1.1.24 DATE OF COMPLETION:**

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

**1.1.25 DEVIATION:**

'Deviation' order means an order given in writing by the Engineer to effect an alteration in addition to or deduction from the scope or nature of the contract.

**1.1.26 ACCEPTING AUTHORITY:**

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

**1.1.27 MONTH:**

'Month' shall mean the calendar month of the Gregorian Calendar.

**1.2 SINGULAR & PLURAL:**

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

**1.3 HEADINGS & MARGINAL HEADINGS:**

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

**2.0 GENERAL OBLIGATION:**

**2.1 EXECUTION CORRELATION & INTENT CONTRACT DOCUMENTS:**

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

**2.2 LAWS GOVERNING THE CONTRACT:**

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

**2.2.2 COMPLIANCE TO REGULATION & BYE-LAWS:**

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

**2.3 COMMUNICATION TO BE IN WRITING:**

All notices, communications, references and complaints made by the company or the Engineer or the Engineer's Representative or the contractor INTERSE concerning the work shall be in writing and no notice, communication, reference or complaint not in writing shall be recognized.

**2.4 SERVICE OF NOTICE ON CONTRACTOR:**

The Contractor shall furnish to the Engineer the name, designation and address of his authorized agent and all complaints, notices, communications, and references shall be deemed to have been duly given to the contractor if delivered to the contractor or his authorized agent or left at or posted (Registered Post) to the address so given and shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary course of post or on the day on which they were so

delivered or left in case of hand delivery. In the case of contract by partners, any change in the constitution of the firms shall be forthwith notified by the contractor to the Engineer with a copy of the accepting authority.

**2.5 OCCUPATION AND USE OF LAND:**

No land belonging to or in the possession of company shall be occupied by the contractor without the permission of the Company. The Contractor shall not use or to be used, the site for any purpose other than that of executing the works.

**2.6 ASSIGNMENT OR SUBLETTING OF CONTRACT:**

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

**2.7 STORES ARRANGED BY THE COMPANY:**

The Company shall render to the contractor assistance of supplying certain materials including tools and plants against payment/ Hire where so provided for in the contract documents already or may do so at a later date to be decided by the company at their sole discretion. This however, does not absolve the contractor of his responsibilities of executing the work as per the specifications detailed in the contract.

**2.8 REPRESENTATIVE ON WORKS:**

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

**2.9 RELICS:**

All Gold, Silver, Oil and other materials of any description and all the precious stones, coins, treasure, relics, antiques and other similar things which may be found in or upon the site shall be the property of the company, and the contractor shall duly preserve the same to such to the satisfaction of the company, and shall from time to time deliver the same to such person or persons as the company may appoint to receive the same.

**2.10 EXCAVATED MATERIALS:**

The contractor shall not sell or otherwise dispose of or remove except for the purpose of this contract, the sand, Stone, Clay, Ballast, Earth Rock, or Other substances, or materials which may be obtained from any excavation made for the purpose of the works or any building or produce upon the site at the time of delivery of the possession thereof, but all such substances materials, Buildings, and Product shall be the property of the company provided of course that the contractor may with the permission of the Engineer use the same for the purpose of the work by payment of the same at such rates as may be determined by the Engineer.

**2.11 INDEMNITY AND CHARGES:**

### **2.11.1 INDEMNITY AND CHARGES PAYABLE:**

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

### **2.11.2 PATENT RIGHT:**

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

### **2.11.3 OCTROI AND OTHER DUTIES: [TAXES AND DUTIES]**

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

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

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

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

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

### **2.11.4 Royalties:**

Except where otherwise specified the contractor shall pay all tollage and other royalties, rent, and other payment or compensation (If any) for getting stone, sand, gravel, clay, and other material required for the works or temporary works or any of them.

**2.12 EARNEST MONEY AND SECURITY DEPOSITS: Security deposit will be 10% of the contract value. Performance guarantee submitted by the contractor will be 5% of the contract value, balance 5% will be recovered from the running account bills.**

**2.12.1 THE EARNEST MONEY, PERFORMANCE GUARANTEE AND SECURITY DEPOSITS:**

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

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

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

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

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

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

**2.12.2 INTEREST ON ACCOUNTS:**

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

**2.13 TIME LIMITATION:**

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

**2.13.2 DELAY AND EXTENSION OF TIME:**

If the contractor has delayed at any time in the progress of the works by any act or neglect of the employees of the company or by any other contractor employed by the company under **CI-3.1.4** of these conditions, or by strikes, lockouts, fire unusual delay in transportation unavoidable casualties of any cause beyond the contractor's control, or by delays authorized by the Engineers pending arbitration or by any cause which the Engineer shall decide to justify the delay, then the time of completion of the works shall be extended for such reasonable time as the engineer may decide.

**2.13.3 EXTENSION OF TIME ON COMPANY ACCOUNT:**

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

**2.13.4 TIME TO BE ESSENCE OF THE CONTRACT AND LIQUIDATED DAMAGES:**

The time for completing the works or portions where by their respect dates or extended dates fixed for their completion shall be deemed to be the essence of the contract, and if the contractor shall fail to complete the work within the time prescribed, the company shall if satisfied that the works can be completed by the contractor within a reasonable short time thereafter be entitled , without prejudice to any other right or remedy available on that behalf, to recover by way of ascertained and liquidated, damages, a sum equivalent to ONE PERCENT of the contract value of the works or portion thereof for each week or part of week the contractor is in default even though the contract as a whole is completed by the date specified in the contract for any time or group of items of works and allow the contractor such further extension of time for the whole work or portions thereof as the Engineer may decide , if the company is not satisfied that the works can be completed by the contractors and in the event of failure on the part of the contractor to complete the works with in the further extension of time allowed as aforesaid the company shall be entitled without prejudice to any other right or remedy available on that behalf, to appropriate the contractors security deposit and rescind the contract **under clause 8.3 of these** conditions, whether or not actual damage is caused by such default. The amount of compensation will be adjusted



or set off against any sum payable to the contractor under this or any other contract provided always that the entire amount of compensation to be paid under this clause shall not exceed 10 % of the contract value as a whole.

**2.14 ILLEGAL GRATIFICATION:**

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

**2.15 EVERYTHING AT CONTRACTOR'S RISK:**

**2.15.1** The contractor shall undertake all risks and liabilities of whatsoever nature arising out of the works including by way of implications but not by way of limitations all risks attendant on the nature of site, sub-soil, the levels and consistency of strata in or on which the works are to be found or constructed. Also all risk of fire, Earthquakes, riots, war, gales, storms, winds, variations or water level, sub soil and quantities of water to be pumped, discharged of water courses, Rains traffic delays and any other causes of whatsoever nature whether within or beyond contractor's control, which may affect or damage the works during the construction and all damages which may happen on any way howsoever to the works shall be made good by the contractor at his own risk and costs.

**2.15.2 INSURANCE OF WORK:**

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

**2.16 NO VISITOR OR PHOTOGRAPHER:**

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

**2.17 WORK SITE ORDER BOOK:**

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

### **3.0 EXECUTION of WORKS:**

#### **3.1 CONTRACTOR'S UNDERSTANDING:**

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

#### **3.1.2 COMMENCEMENT OF WORKS:**

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

#### **3.1.3 TIME AND PROGRESS CHART:**

- a.** A detailed time and progress chart for the execution of various items of work within the overall period of completion shall be prepared jointly by the Engineer and the contractor, signed by both the parties and shall adhered to.
- b.** Time allowed for carrying out all the works as entered in the tender shall be as mentioned in the BOQ which shall be reckoned from the 15<sup>th</sup> day from date of issue of work order to the Contractor. Time shall be the essence of the contract and contractor shall ensure the completion of the entire work within the stipulated time of completion.
- c.** The Contractor shall also furnish within 15 days of date of issue of work order a CPM network/PERT chart /Bar chart for completion of work within the stipulated time. This will be duly got approved from ITI Ltd. This approved network /PERT chart shall form a part of the agreement. Achievement of milestones as well as total completion has to be within the time period allowed.
- d.** Contractor shall mobilize and employ sufficient resources for completion of all the works as indicated in the BAR Chart/PERT Chart. No additional payment will be made to the contractor for any multiple shift work or other incentives methods contemplated by him in his work schedule even though the time schedule is approved by the Engineer – in –charge.
- e.** During the currency of the work the contractor is expected to adhere to the time schedule on mile stone and total completion and this adherence will be part of Contractors performance under the contract. During the execution of the work contractor is expected to participate in the review and updating of the Network/BAR Chart undertaken by the ITI Ltd. These review may be undertaken at the discretion of Engineer in charge either as a periodical appraisal measure or when the quantum of work order on the contractor is substantially changed through deviation order or

amendments. The review shall be held at site or any of the office of ITI/Consultant at the sole discretion of ITI Ltd. The contractor will adhere to the revised schedule thereafter. The approval to the revised schedule resulting in a completion date beyond the stipulated date of completion shall not automatically amount to grant extension of time to the contractor.

- f. The contractor shall submit [as directed by the Engineer – in –charge] progress reports on a computer based program [Program and software to be approved by Engineer in charge] highlighting status of various activities and physical completion of work. The Contractor shall send completion report with as build drawings to the office of Engineer in charge of ITI in writing within a period of 30 days of completion of work.

The photographs of the project taken on last day of every month indicating progress of work [ in soft copies] shall be attached along with the physical progress reports to be submitted to Engineer in charge.

#### **3.1.4 IF THE WORK(S) BE DELAYED BY**

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

#### **3.2 COMPLIANCE TO ENGINEER'S INSTRUCTIONS:**

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

#### **3.2.2 ALTERATIONS TO BE AUTHORIZED:**

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

#### **3.2.3 EXTRA WORKS BY ANOTHER AGENCY:**

Should works over and above those included in the contract be required to be executed at the site, the contractor shall have no right to be entrusted with the execution of such works

which may be carried out by another contractor or contractors or by other means at the option of the company.

**3.2.4 SEPARATE CONTRACTS IN CONNECTION WITH THE WORKS:**

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

**3.3 INSTRUCTION OF ENGINEER'S REPRESENTATIVE:**

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

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

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

**3.4 ADHERENCE TO SPECIFICATIONS AND DRAWINGS:**

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

**3.4.2.1 DRAWINGS AND SPECIFICATIONS ON THE WORKS AND OWNERSHIP THEREOF:**

Any discrepancy between the specifications and the drawings or any error, omission, or ambiguity in the specifications or the drawings shall not invalidate the contract. The contractor shall, immediately on noticing any such discrepancy, error/omission or ambiguity bring the same to the notice of the engineer. Any work done by the contractor after discovery by him of such discrepancy, error, omission, or ambiguity, without authorization by the Engineer will be entirely at the contractor's risk and cost.

**3.4.2.2** Any work for which no specifications or drawings have been prescribed or issued by the company, shall be carried out by the contractor in all respect in accordance with the instructions and requirement of the Engineer.

**3.4.2.3** Drawings and prints of articles, machinery or fabricated materials or work entering into or forming part of permanent constructions, which are not furnished by the company and which are by the specifications, required to be furnished by the contractor, shall be submitted by the contractor to the Engineer for approval. Such approval shall not, however operate to waive or modify the provision or requirements contained in the specifications unless expressly so stated. All such drawings and prints, as also the drawings and specifications that may be furnished by the company to the contractor shall be deemed to be the property

of the company and they shall not be used on works other than for the works covered by the contract, shall be returned to the company on completion of the work or termination of the contract.

**3.4.2.4** The drawings enclosed with the tender documents shall be a part of the specifications and are intended to define the general construction of the work required. All the drawings shall be for tender purposes only and shall not be certified for constructions, the contractor will receive the certified construction drawings.

**3.4.2.5** The drawings for the work as listed in the tender document, show the conditions as they are believed by the company to exist based upon the interpretation of field observations. It is not intended to be inferred that the conditions as shown thereon constitute a representation by the company or its representatives that such conditions do actually exist, not shall the contractor be relieved of the liability under his/their contract to the company nor any of its representative be liable for any loss sustained by the contractor as a result of any variance between conditions as shown on the drawings and the actual conditions revealed during the progress of the work or otherwise. The contractor shall check all the drawings furnished to him immediately upon their receipt and shall promptly notify the Engineer of any omission or discrepancies. Omission from the drawings or the misdescription of details of the work which are manifestly necessary to carry out the intent of the drawings, or which is customarily performed shall not relieve the contractor from performing such omitted or misdescribed details or work, and they shall be performed as if fully and correctly asset forth and describe on the drawings. In case of conflict between the specifications and the drawings, the specification shall govern.

**3.4.2.6** Revision of the drawings may be made as when deemed necessary by the Engineer during the progress of the work, additional detail drawings will be furnished to the contractor. These additional drawings shall be considered as forming a part of the contract.

**3.4.2.7** One complete set of Drawings furnished for the work, shall be kept in good condition on the job. This set shall be designated 'Record Prints' A complete and exact record of any and all differences between the work as actually constructed and erected and the design indicated on the design drawings shall be approved by the Engineer in writing before any alterations work is started. All 'Record Prints' will become the property of the company.

**3.4.3 COMPLIANCE WITH CONTRACTORS AND REQUEST FOR DETAILS:**

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

**3.4.4 MEANING AND INTENT OF SPECIFICATIONS AND DRAWINGS:**

If any ambiguity arises as to the meaning and Intent of any provisions of the specifications and drawings or as to execution or quality of any work of materials of the Engineer thereon shall be final subject to appeal (within 7 days of such decision being intimated to the contractor) to AGM-NS, who shall have the powers to correct any errors, Omission, or discrepancies in the specifications, drawings, classifications of work or materials, and those decision in the matter in dispute or doubt shall be final, inclusive and binding.

**3.5 WORK ON HOLIDAYS AND DURING NIGHT:**

The Contractor shall not carry out any work on holidays and between sunset and sunrise without previous permission of the engineer in writing.

**3.6 DAMAGE TO COMPANY'S PROPERTY AND PRIVATE LIFE AND PROPERTY:**

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

**3.7 SHEDS, STORE HOUSE AND YARDS:**

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

The contractor shall keep at each of such sheds, store houses and yards a sufficient quantity of materials and plant in stock as not to delay the carrying out of the works with the due expedition and the Engineer and Engineer's representative shall have the free access to the sheds, store house or yards at any time for the purpose of inspecting the stock of materials or plant so kept in hand and any materials or plant which the Engineer may object to shall not be brought upon or used in the works, but shall be forthwith removed from the sheds, store house or yards by the contractor. The contractor shall at his own expenses provide and maintain suitable construction plant like Mixers, Compressors, Welding Sets, Mortar mills and soaking vats or any other equipment necessary for the execution of the works.

**3.8 PROVISION OF EFFICIENT AND COMPETENT STAFF:**

The contractor shall place and keep on the works at all-time efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound proper manner and shall employ only such supervisor, workmen and labourers in or about the execution of any works as are careful and skilled in their various trades and callings.

The contractor shall at once remove from the works any agent, permitted sub-contractor, supervisor workmen or labourer who shall be objected to by the Engineer, if any and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him. In the event of the Engineer being of the opinion that the contractor is not employing on the works a sufficient number of staff and workmen as is necessary for the proper completion of the works within the time prescribed. The

contractor shall forthwith or receiving intimation to this effect take on the additional number of staff and labour specified by the Engineer within seven days of being so required and failure on the part of the contractor to company to rescind the contractor under **clause 8.3 of these conditions.**

### **3.9 URGENT WORKS:**

If any work [ in respect whereof the decision of the Engineer – in – charge shall be final and binding] becomes necessary and the contractor is unable or unwilling at once to carry it out, the Engineer-in –charge may by his own or other work people, carry it out, as he may consider necessary, If the urgent work shall be such as the contractor liable under the contract to carry out at his expenses, all expenses incurred by the company shall be recoverable from the contractor and be adjusted or set off against any sum payable to his.

#### **3.9.1 WORKMANSHIP AND TESTING:**

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

#### **3.9.2 REMOVAL OF IMPROPER WORK AND MATERIAL:**

The Engineer and the Engineer's representative shall be entitled to order from time to time:

**3.9.3** The removal from the site with the time specified in the order of any materials which in his opinion are not in accordance with the specification and drawings.

**3.9.4** The substitution of proper and suitable materials.

**3.9.5** The removal and proper re-execution (Not withstanding of previous tests thereof or on account payments thereof) of any work which in respect of materials or workmanship is not in his opinion in accordance with the specification, and in case of default on the part of the contractor in carrying out such orders, the company shall be entitled to rescind the contract under Clause 8.3 of these conditions.

### **3.10 FACILITIES FOR INSPECTION:**

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

### **3.11 EXAMINATION OF WORK BEFORE COVERING UP:**

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

**3.12 TEMPORARY WORKS:**

All the temporary works necessary for the proper execution of all the works shall be provided and maintained by the contractor and subject to the consent of the Engineer shall be removed by him and at his expense when they are no longer required and in such manner as the Engineer shall direct. In the event of failure on the part of the contractor to remove the temporary works, the Engineer will cause them to be removed and cost as incurred by supervision and other incidental charges shall be recovered from the contractor. If temporary huts are provided by the contractor on the company's land which shall at the request of contractor be allotted by the Engineer in writing for labour engaged by him for the execution of the works. The contractor shall arrange for handing over vacant possession of the said land after the work is completed, if the contractor's labour refuse to vacate, and have to be evacuated by the company necessary expenses incurred by the company in connection therewith shall be borne by the contractor.

**3.13 CONTRACTOR TO SUPPLY WATER & POWER FOR WORKS:**

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

**3.14 PROPERTY IN MATERIALS AND PLANT:**

The materials and plant brought by the contractor upon the site or on the land occupied by the contractor in connection with the works and intended to be used for the execution thereof shall immediately they are brought upon the site or the said land, be deemed to be the property of the company, such of them as during the progress of the works are rejected by the Engineer under **clause 3.9.1 to 3.9.3** of these conditions or are declared by him not to be needed for the execution of the works or such as on the grant of the certificates of completion remain un-used shall immediately on such rejection, declaration or grant cease to be the property of the company and the contractor may then (But not before) remove them from the site or the said land. This clause shall not in any way diminish the liability of the contractor nor shall the company be in any way answerable for any loss or damages which may happen to or in respect of any materials or plant either by the same being lost, stolen, injured or destroyed by fire, tempest, or otherwise.

**3.15 SUPPLY OF TOOLS, PLANT AND MATERIALS:**

**3.15.1 TOOLS, PLANT AND MATERIALS SUPPLIED BY COMPANY:**

The Contractor shall take all reasonable care of all the Tools, Plant and Materials or other property whether of a like description or not belonging to the company and committed to



charge for the purpose of the works and shall be responsible for all damage or loss caused by him, his agents or his workmen or others while they are in his charge. The contractor shall sign accountable receipts for tools, plant and materials made over to him by the Engineer and on completion of the works shall hand over the unused balanced of the same to the Engineer in good order and repair, fair wear and tear accepted and shall be responsible for any failure account for the same or any damage done thereto.

### **3.15.2 HIRE OF COMPANY PLANT:**

The Company may at their discretion hire to the contractor such plant as concrete mixers, compressors and portable engines for use during execution of the works or for which smaller periods as the engineer may consider reasonable on such terms as may be specified in agreement for hire of plants.

### **3.16 PRECAUTIONS:**

#### **3.16.1 PRECAUTIONS DURING PROGRESS OF WORKS:**

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

#### **3.16.2 ROADS AND WATER COURSES:**

Existing roads or water courses or pipe, electrical lines and conduits shall not be blocked, cut through altered, diverted or obstructed in any way by the contractor, except with the permission of the Engineer in writing. All compensation claimed for any unauthorized closure, cutting through, alteration, diversion or obstructions to such roads or water courses etc., by the contractor or his agent or his staff shall be recoverable from the contractor by deduction from any sums which may become due to him in terms of the contract, or otherwise according to law.

#### **3.16.3 PROVISIONS OF ACCESS TO PREMISES:**

During progress of work in any street or thoroughfare, the contractor shall make adequate provision for the passage of traffic for securing safe access to all premises approached from such street or thoroughfare and for any drainage, water supply or means of lighting which may be interrupted by reason of the execution of the works and shall erect and maintain at his own cost diversions, barriers, lights and other safeguards as prescribed by the Engineer for the regulation of the traffic and provide watchmen necessary to prevent accidents. The work shall in such cases be executed in night and day if so ordered by the Engineer and with such vigor so that traffic may be impeded for as short a time as possible.

#### **3.16.4 SAFETY OF PUBLIC:**

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

#### **3.16.5 MOVEMENT OF CONSTRUCTIONS PLANT AND EQUIPMENT:**

The contractor must take sufficient care in moving his construction plants and equipment's from one place to another so that they do not cause any damage to the property of the company, particularly to the overhead and underground cables, in event of any damages, resulting to the property of the company during the movement of aforesaid, the cost of such damages including eventual loss of working hours in any plant as estimated by the company shall be borne by the contractor.

**3.17 USE OF EXPLOSIVES:**

Explosives shall not be used on the works or on the site by the contractor without the permission of the Engineer in writing and then only in manner and to the extent which such permission is given. When explosives are required for the works they shall be stored in a special mezzanine to be provided at the cost of the contractor in accordance with the Explosive rules. The contractor shall obtain the necessary license for the storage and the use of the explosive and all operations in which or for which explosives are employed shall be at the sole risk and responsibility of the contractor and the contractor shall indemnify the company in respect thereof.

**3.18 SUSPENSION OF WORKS:**

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

**3.18.1.1** If such suspension is provided for in the contract

OR

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

OR

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

**3.18.2 SUSPENSION LASTING MORE THAN THREE MONTHS:**

If the progress of the works or any part thereof is suspended on the order of the Engineer in writing for more than three Months at a time, the contractor may serve a written notice to the Engineer requiring permission within 15 days from the receipt thereof to proceed with

the work or part thereof in regards to which progress is suspended and if such permission is not granted within that time the contractor by a further written notice so served may (but is not bound to) elect to treat the suspension where it affects part only of the works as an omission of such part or where it affects the whole of the works as an abandonment of the contract by the company.

### **3.19 RATES FOR ITEMS OF WORKS:**

The rates entered in the 'Accepted Schedule of Rates' of the contract are intended to provide for works duly and properly completed in accordance with the general and special (if any) conditions of contract and the specifications and drawings, together with such enlargements, extensions, diminutions, reductions, alterations or additions as may be ordered in terms of **clause 4.2.1** of these conditions and without prejudice to the generally thereof and shall be deemed to include and cover superintendence and Labour, supply, including full freight, of materials, of stores, patterns, profiles, moulds fittings, centering, scaffoldings, shoring, props, timber, machinery, derricks, tackle, ropes, pegs, posts, tools, and all apparatus and plant, required on the works, except such tools, plant or materials, as may be specified in the contract to be supplied to the contractor by the company, the erections to maintenance and removal of all temporary works and buildings all watching, satellite antenna foundation lighting, bailing, pumping, and draining, etc. All prevention of or compensation for trespass, all barriers and arrangements for the safety of the public or of employees during the execution of works, all sanitary and medical arrangements for labour camps as may be prescribed by the company, the setting out of all works and of the construction repair and upkeep of all center lines, bench mark and level pegs thereon. Site clearance, all fees, duties, royalties, rent and compensation to owners for surface damage or taxes and impositions payable to local authorities in respect of land, structures, and all the materials supplied for the work or other duties or expenses for which the contractor may become liable or may be put to under any provision of law for the purpose of or in connection with the execution of the contract, and all such other incidental charges or contingencies as may have been specially provided for in the specifications.

### **3.20 DEMURRAGE AND WHARF AGE DUES:**

Demurrage charges calculated in accordance with the scales in the force for the time being of the company and incurred by the contractor failing to load or unload any goods or materials within the time allowed by the railways for loading or unloading as also wharf age charges on materials not removed in time as also charges due on consignments booked by or to him shall be paid by the contractor, failing which such charges shall be deducted from any sums which may become due to him in terms of contract.

### **3.21 RATES FOR EXTRA ITEMS:**

If any items of work carried out by the contractor on the instructions of the Engineer which is not covered by the 'Accepted schedule of rates' (i.e. the Tendered Rates), rates for such additional, altered or substituted work shall be worked out in accordance with the following provisions in their respective order.

- i)** If the rates for the additional altered or substituted work are not specifically provided in the contract for the work the rates will be derived from rates for similar class of work as are specified in the contract for the work.
- ii)** If the altered, additional or substituted work included any work for which no rates are specified in the contract then such work shall be carried out at the rates entered in

the CPWD Schedule of Rates 2018 (Civil) and the latest Schedule of Rates for Electrical Works, New Delhi minus / plus percentage which the total tendered amount bears to the estimated cost of the entire work put to tender.

- iii) If rates for the altered, additional or substituted work cannot be determined in the manner specified in sub clause (i) or (ii) above then rates for such work shall be worked out on the basis of the schedule of rates specified in sub clause (ii) above minus/plus the percentage which the total tendered amount bears to the estimate cost of the entire work put to tender. Provided always that if the rate for a particular part or parts of the items is not in the schedule of rates, the rates for such part or parts will be determined by the Engineer on the basis of the prevailing market rates, when the work was done.
- iv) If rates for the altered, additional or substituted work cannot be determined in the manner specified in sub clause (i) to (iii) above, then the contractor shall within 7 days of the date of receipt of order to carry out the work, inform the Engineer of the rate which it is his intention to charge supported by analysis of the rate or rates claimed and the Engineer shall determine the rates on the basis of prevailing market rates and pay the contractor accordingly. However, the Engineer by notice in writing will be at liberty to cancel his order to carry out such work and arrange to carry out it out in such manner as he may consider advisable, provided always if the contractor commences the work or incur any expenditure before determination of the rate(s) herein before mentioned, then in such case the contractor shall be entitled to be paid in respect of the work carried or expenditure incurred prior to date of determination of the rates as aforesaid to such rate or rates as shall be fixed by the company. But under no circumstances the contractor shall suspend the work on plea of non-settlement of rates for items falling under this clause.

### **3.22 HANDING OVER OF WORKS:**

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

### **3.23. CLEARANCE OF SITE ON COMPLETION:**

On the completion of the works the contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean to the satisfaction of the Engineer.

No Final payment in settlement of the accounts for the works shall be made or held to be due to the contractor till in addition to any other condition necessary for such final payment, site clearance shall have been effected by him and such clearance may be made by the Engineer at the expenses of the contractor. In the event of his failure to comply with this provision within 7 days after receiving notice to that effect, should it become necessary for the Engineer to have the site cleared at the expense of the contractor, the company shall

not be held liable for any loss or damage to such of the contractor's property as may be on the site and due to such removal there from, which removal may be effected by means of public sale of such materials and property or in such a way as deemed fit and convenient to the Engineer.

### **3.24. ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK**

If it shall appear to the Engineer-in-Charge or his authorized subordinate in charge of the work or to the Chief Technical Examiner or to any other inspecting agency of Government/ State Government/ Owner where the work is being executed, that any work has been executed with unsound, imperfect, or unskillful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor shall on demand in writing which shall be made within six months of the completion of the work from the Engineer in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, Certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-Charge in his demand aforesaid, then the Contractor shall be liable to pay compensation at the rate of one percent of the estimated amount put to tender for every day not exceeding ten days, while his failure to do so shall continue and in the case of any such failure, the Engineer-in-Charge may rectify or remove and re-execute the work or remove and replace with others, the material or articles complained of as the case may be at the risk and expense in all respects of the contractor.

### **3.25. POSSESSION PRIOR TO COMPLETION**

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

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

3.25.2 The contractor shall during the course or execution prepare and keep updated a complete set of 'as built' drawings to show each and every change from the contract drawings, changes recorded shall be countersigned by the Engineer-in-Charge and the contractor. Four copies of 'as built drawings shall be supplied to ITI LTD by the contractor within 30 days of the completion. All costs incurred in this respect shall be borne by the contractor only.

#### **4.0 VARIATION IN EXTENT OF CONTRACT:**

##### **4.1 MODIFICATIONS TO THE CONTRACT TO BE IN WRITING:**

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

##### **4.2 POWER OF MODIFICATIONS TO CONTRACT:**

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

##### **4.2.2 VALUATION OF VARIATIONS:**

The enlargements extensions, diminutions, reduction, alterations or additions referred to in **clause 4.2.1** shall in no degree affect the validity of the contract but shall be performed by the contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressly included and provided for in the specifications and drawings and the amounts to be paid there for shall be calculated in accordance with the accepted schedule of rates and for extra items of works at the rates determined under the **clause 3.21** of these conditions.

##### **4.2.3 VARIATION IN QUANTITIES:**

If required, the Contractor shall have to execute additional quantities of items within the site to the extent of 25% [Twenty-five percent] of the accepted contract sum. No adjustment of rates shall be made up to this limit and the terms and conditions of the contract shall remain unaltered.

If the variation is beyond 25% specified, the quantity of items beyond 25% increase will be considered as extra items and the rates for the same shall be worked out as per clause 3.21- II to IV. The decision of the Engineer in charge in the matter will be final and binding.

#### **5.0 CLAIMS:**

## **5.1 MONTHLY SETTLEMENT OF CLAIMS:**

**5.1.1** The contractor shall prepare and furnish to the Engineer once in every month an amount giving full and detailed particulars of all claims for any additional expense to which the contractor may consider himself entitled and of all extra or additional works ordered by the Engineer which he has expected up to and including the preceding month under the following sub-heads:

- a) Deviations from items and specifications provided in contract documents.
- b) Extra items of Work.
- c) Quantities in excess of those provided in the contract schedule.
- d) Items in respect of which the rates have not been settled.

No claim for payment for any such work will be considered which has not been included in such particular.

He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all the claims and that no further claims shall be raised by him in respect of the works done up to and including the period under report.

## **5.1.2 SIGNING OF 'NO-CLAIMS' CERTIFICATE:**

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

## **5.1.3 SUBMISSION OF BILLS:**

The contractor shall submit the bills in quadruplicate on the prescribed form(s) of the company. For "On Account" payment, bill shall be submitted by the contractor periodically depending on the progress of work at site.

All payments due shall be subject to any deductions which may be made under these presents and shall further be subject to unless otherwise required by **clause 2.12** of these conditions, a retention of 7% percent by way of security deposit until the amount of security deposit by way of the retained earnest money *and such retention shall total up to the required amount of the security deposit.*

## **6.0 MEASUREMENT CERTIFICATES AND PAYMENTS:**

### **6.1 QUANTITIES IN SCHEDULE ANNEXED TO CONTRACT:**

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

### **6.2 MEASUREMENTS OF WORKS:**

The contractor shall be paid for the works at the rates in the accepted schedule of rates and for extra works at the rates determined under **clause 3.21** of these conditions on the

measurements taken by the Engineer or the Engineer's representative in accordance with rules prescribed for the purpose by the company.

### **6.3 ON ACCOUNT PAYMENTS:**

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

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

### **6.3.2 ROUNDING OFF AMOUNTS:**

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

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

'On Account' payments made to the contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the measurement book as 'Final Measurement' and as such have been signed by the contractor) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of work having been executed nor of the manner of its execution being satisfactory.

### **6.3.4 MANNER OF PAYMENT:**

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

The contractor shall always give a stamped receipt duly signed in token of payment of any sums by the company.

### **6.4 MAINTENANCE WORKS: [Defects liability period]**

The Contractor shall at all time during the progress and continuous of the works and for the period of Maintenance [Defects Liability period] which will **be 12 months** after the date of the passing of "Certificate of completion" by the Engineer or any other earlier date



subsequent to the completion of the works that may be fixed by the Engineer be responsible for and effectually maintain and uphold the sound and perfect conditions all and every part of the works and shall make good from time to time and at all times as often as the engineer shall require any damage or defect that may during the above period arise in or be discovered or be in any way connected with the works, provided that such damage or defects not directly caused by errors in the contracts documents, and the contractor shall be liable for and shall pay and make good to the company or other persons legally entitle thereto whenever required by the engineer to do so, all losses damages costs and expenses they or any of them may occur or be put of the preparations of the contractor or his failure in any respect.

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

## **6.5 CERTIFICATE OF COMPLETION OF WORK:**

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

### **6.5.2 CONTRACTOR NOT ABSOLVED BY COMPLETION CERTIFICATE:**

The Certificate of completion in respect of the work referred in **clause 6.5.1** shall not absolve the contractor from his liabilities to make good any defects , imperfections, shrinkage or faults which may appear during the "Maintenance period" specified in the contract arising in the opinion of the Engineer from materials or workmanship not in accordance with the drawings or specifications for instructions of the Engineer, which defects, imperfections, shrinkages or faults shall upon the directions in writing of the Engineer be amended and made good by the contractor at his own cost and in case of default on the part of contractor, the engineer may employ labour and materials, or appoint another contractor to amend and make good such defects imperfections, shrinkages or faults and all expenses consequent thereon and incidental thereto shall be borne by the contractor and shall be recoverable from any money due to him under the contract.

## **6.6 APPROVAL ONLY BY MAINTENCE CERTIFICATE:**

No due certificate other than "Maintenance Certificate" referred to in **clause 6.7** of these condition shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract, or any part thereof or of the accuracy of any claim or demand made by the contractor or of additional or varied work having been ordered by the engineer not shall any other certificate conclude or prejudice any of the power of the engineer.

## **6.7 MAINTENCE CERTIFICATE:**

**6.7.1** The contract shall not be considered as complete until a Maintenance certificate shall have been signed by the engineer stating that the works have been completed and maintained to his satisfaction. The maintenance certificate shall be given by the engineer upon the expiration of the period of maintenance or as soon thereafter as any works ordered during such period pursuant to clause **6.5.2** of these conditions shall have been completed to the satisfaction of the engineer and full effect shall be given to this clause notwithstanding the taking possession of our using the works or any part thereof by the Company.

### **6.7.2 CESSATION OF COMPANY'S LIABILITY:**

The company shall not be liable to the contractor for any matters arising out of or in connection with the contract or the execution of the works unless the contractor shall have made a claim in writing in respect thereof before the issue of the Maintenance certificate under this clause.

### **6.7.3 UNFULFILLED OBLIGATIONS:**

Notwithstanding the issue of the Maintenance Certificate the contractor or/and (subject to clause 6.7.2) the company shall remain liable for the fulfillment of any obligations incurred under the provisions of the contractor prior to the issue of the Maintenance certificate which remains unperformed at the time such certificate is issued and for the purpose of determining the nature and extent of any such obligation the contract shall be deemed to remain in force between the parties hereto.

## **6.8 PAYMENT:**

### **6.8.1 FINAL PAYMENT:**

On the Engineer's certificate of completion in respect of the works, an adjustment shall be made and the balance of amount based on the Engineer's representative certified measurement of the total quantity of work executed by the contractor up to the date of completion and on the accepted schedule of rates and for extra works on rates determined under **clause 3.21** of these conditions shall be paid to the contractor subject always to any deductions which may be made under these payments and further subject to the contractor having delivered to the engineer either a full account in detail of all claims he may have on the company in respect of the works having delivered a 'No Claim' certificate and to the Engineer having after the receipt of such account given a certificate in writing that such claims are correct, that the whole of the works to be done under the provisions of the contract have been completed, that they have been inspected by him since their completion and found to be in good substantial order, that all properties works and things removed, disturbed or injured in consequence of the works, have been properly replaced and made good and all expenses and demands incurred by or made upon the company for or in the respect of damage or loss by, from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.

### **FINAL BILL:**

The final bill shall be submitted by the Contractor within one month of the date of certificate of completion furnished by the Engineer and payment shall be made within three months if the amount of contract plus that of the additional items is up to Rs. 2 lakhs and in six months if the same exceeds Rs. 2 lakhs of the submission of such bills. If there shall be any undisputed about any item or items of the work, then the undisputed items or items only shall be paid within the said period of three months or six months as the case may be.

### **6.8.2 REFUND OF SECURITY DEPOSIT:**

Security deposit shall be refunded to the contractor on the Engineer-in-Charge certifying in writing that the work has been completed as per Conditions 6.5.1-hereto etc. On expiry of the defects liability period [referred to in condition 6.4 hereto] or on payment of the amount of the final bill payable in accordance with condition 6.8.1.1 whichever is later, the Engineer-in-charge shall on demand from the contractor refund to him the remaining portion of the security deposit provided the Engineer – in –charge is satisfied that there is no demand outstanding against the contractor.

### **6.9 COMPANY'S LIEN ON ALL MONEYS DUE AND POST PAYMENT CHECK:**

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

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

### **6.10 SIGNATURE ON RECEIPTS FOR AMOUNTS:**

Every receipts for moneys which may become payable or for any security which may become transferable to the contractor, under these presents, shall notwithstanding anything to the contrary contained in the partnership deed, if signed in the partners in name by any one of the partners of a contractors firm be a good and sufficient discharge to the company

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

## **7.0 LABOUR:**

### ***LABOUR LAWS:***

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

The contractor shall also comply with the provisions of the building and other construction works [Regulation of Employment & conditions of Service] Act, 1996 and the building and other construction worker's welfare cess Act 1996.

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

## **7.1 WAGES TO LABOUR:**

The contractor shall comply with the provisions of the minimum wages act, (herein after referred to as the "said act") and the rules made thereunder in respect of any employees employed by him on road constructions or in building operations or in stone breaking or stone crushing or any other work being executed for the company by the contractor for the purpose of carrying out this contract.

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

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

### **a) LABOUR SAFETY PROVISION:**

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

The contractor shall at his own cost take all precautions to ensure safety of life and property by providing necessary barriers, lights, watchmen etc., during the progress of work as directed by Engineer in charge.

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

## **7.2 INSURANCE:**

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

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

## **7.3 PROVISION OF PAYMENT OF WAGES ACT:**

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

## **7.4 REPORTING OF ACCIDENTS TO LABOUR:**

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

## **7.5 WORKMEN'S COMPENSATION:**

#### **7.5.1 PROVISION OF WORKMEN'S COMPENSATION ACT:**

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

#### **7.5.2 PROVISIONS OF MINES ACT:**

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

#### **7.6 COMPANY NOT TO PROVIDE QUARTERS FOR CONTRACTOR:**

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

#### **7.7 LABOUR SAFETY:**

##### **7.7.1 LABOUR CAMP:**

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

#### **7.7.2 COMPLIANCE TO RULES FOR EMPLOYMENT OF LABOUR:**

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

#### **7.7.3 PRESERVATION OF PEACE:**

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

#### **7.7.4 SANITARY ARRANGEMENTS:**

The contractor shall obey all sanitary rules and carry out all sanitary measures that may from time to time prescribed by the company and permit inspection of all sanitary arrangements at all times by the Engineer, the Engineer's representatives or the medical staff of the Company, should the contractor fail to make adequate sanitary arrangements these will be provided by the company and the cost thereof recovered from the Contractor.

#### **7.7.5 OUTBREAK OF INFECTIOUS DISEASE:**

The contractor shall remove from his camp such labour and their families who are infected as refugee. Protective inoculation and vaccination shall be arranged by the contractor at his own cost when called upon to do so by the Engineer or Engineer's Representative. Should Cholera, Plague or any other infectious disease break out the contractor shall burn the huts, beddings, clothes and other belongings of or used by the infected parties and promptly erect new huts on healthy sites as required by the Engineer, failing which within the time specified in the Engineer's requisition, the work may be done by the company and the cost thereof recovered from the Contractor.

#### **7.7.6 TREATMENT OF CONTRACTOR'S STAFF IN COMPANY'S HOSPITALS:**

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

#### **7.7.7 MEDICAL FACILITIES AT SITE:**

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

**7.7.8 USE OF INTOXICANTS:**

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

**7.7.9 NON – EMPLOYMENT OF LABOURERS BELOW THE AGE OF 14:**

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

**7.7.10 RETURN OF LABOUR ETC:**

The contractor shall if required by the Engineer deliver to the Engineer's Representative or at his office a return in detail in such form and such intervals as the Engineer may prescribe, showing the number of the several classes of Labour from time to time employed by the contractor at the site.

**8 DETERMINATION of CONTRACT:**

**8.1 RIGHT OF COMPANY TO DETERMINE THE CONTRACT:**

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

**8.2 PAYMENT ON DETERMINATION CONTRACT BY COMPANY:**

Should the contract be determined under clause 8.1 and the contractor claims payment for expenditure incurred by him in the expectation of completing the whole works, the company shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Engineer. The contractor shall, however, have no claim to any payment whatsoever on account of profit and advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the determination of the contract. The company's decision on the necessity and propriety of such expenditure shall be final and conclusive.

**8.3 DETERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACT:**

If the contractor should –

8.3.1.1 Become bankrupt or insolvent

Or



- 8.3.1.2 Make an arrangement, with or assignment in favour of his creditors, or agree to carry out the contract under a committee of Inspection of his creditors.  
Or
- 8.3.1.3 Being a company or corporation, go into liquidation (Other than a voluntary liquidation for the purpose of amalgamation or reconstruction).  
Or
- 8.3.1.4 Have an execution levied on his goods or property on the works.  
Or
- 8.3.1.5 Assign the contract or any part thereof otherwise than as [provided in condition 2.6 of these conditions].  
Or
- 8.3.1.6 Abandon the contract  
Or
- 8.3.1.7 Persistently disregard the instructions of the Engineer, or contravene any provisions of the contract.  
Or
- 8.3.1.8 Fail to adhere to the program of work by a margin of 10% of the stipulated period.  
Or
- 8.3.1.9 Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer's notice to the effect that the said materials or work have been condemned or rejected under condition **3.9** of these conditions.  
Or
- 8.3.1.10 Fail to take steps to employ competent or additional staff and Labour as required under **condition 3.8** of these conditions  
Or
- 8.3.1.11 Fail to afford Engineer or Engineer's Representative proper facilities for inspecting the works or any part thereof as required under **conditions 3.10** of these conditions.  
Or
- 8.3.1.12 Promise offer or give any bribe, Commission, Gift or advantage either himself or through his partner, agent or servant to any officer or employee of the company, or to any person on his or in their behalf in relation to the execution of this or any other contract with company.

Then and in any of the aforesaid cases, the Engineer on behalf of the company may serve the contractor with a notice in writing to that effect and if the contractor does not within 7 days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid to the entire satisfaction of the Engineer, the company shall be entitled after giving 42-hour notice in writing under the hand of the accepting authority to rescind the contract as a whole or in a part or parts(as may be specified in such notice) and adopt either or both of the following courses.

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

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

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

AND

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

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

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

In the event of any of several of the courses, referred to in conditions **8.3** of this clause, being adopted:

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

which these are being or brought to have been executed, and to retain and employ the same in the further execution of the works or and part thereof until the completion of the works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.

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

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

### **8.3.3 TERMINATION OF CONTRACT FOR DEATH:**

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

### **8.4 EMPLOYMENT OF APPRENTICES:**

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

### **9 FORCE MAJEURE:**

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

## **10 SETTLEMENT OF DISPUTES:**

### **10.1 MATTERS FINALLY DETERMINED BY THE COMPANY**

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

### **10.2 DEMAND FOR ARBITRATION:**

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

### **10.2.2 OBLIGATION DURING PENDENCY OF ARBITRATION:**

Work during the contract shall unless otherwise directed by the Engineer, continue during proceedings and no payment due or payable by the Company shall be withheld on account

of such proceedings provided, however, it shall be open for the arbitrator to decide whether such work should continue or not during arbitration proceedings.

### **10.2.3 ARBITRATION:**

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

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

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

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

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

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

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

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

**Accepting Authority**

**Dated**

**----- END OF SECTION -V -----**

**SECTION –VI**

**ANNEXURES**

<b>SI.Nos.</b>	<b>ANNEXURES</b>	<b>Descriptions</b>
1	ANNEXURE - 1	Proforma of Agreement
2	ANNEXURE - 2	Non-Disclosure of Agreement with Appendix-A
3	ANNEXURE - 3	Integrity Pact
4	ANNEXURE - 4	Proforma of Bank guarantee in lieu of EMD
5	ANNEXURE - 5	Declaration of Tenderer
6	ANNEXURE - 6	Proforma of work completion certificate from clients,
7	ANNEXURE - 7	Turnover from last three years
8	ANNEXURE - 8	Organization set up
9	ANNEXURE - 9	Details of work completed in last five years
10	ANNEXURE - 10	Details of ongoing works
11	ANNEXURE – 11	Proforma of Bank guarantee for performance guarantee.
12	ANNEXURE – 12	Accepting terms and condition
13	ANNEXURE – 13	Affidavit connecting to submission of documents
14	ANNEXURE - 14	Format pf Solvency certificate.
15	ANNEXURE – 15	CHECK LIST
16	ANNEXURE - 16	PRICE BID [BOQ]

**ANNEXURE- 1**

**Proforma of Agreement**

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

Whereas the Contractors have by tender dated..... offered to  
execute and fully complete the intended works in connection with the construction of  
.....for the company as set forth in the tender as  
amended and the drawings, general conditions, special conditions, specifications, bill of quantities  
and schedule hereto annexed according to the terms, obligations, and conditions therein contained  
at and for an approximate total sum of RS  
..... (Rupees  
.....) and the company has accepted  
such itemized rate tender in terms of its letter no ..... Dated  
.....

Now, this AGREEMENT witnesseth as follows :

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

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

2. In consideration of the premises the COMPANY covenants with the CONTRACTORS that it will pay to the CONTRACTORS at the several times and in the sums, proportions and manner in the said general conditions, special conditions in that behalf provided the amount accruing from time to time, but subject to conditions therein contained.
3. This agreement further witnesseth that the CONTRACTORS hereby covenant with the COMPANY that in the event of the non-fulfillment in any respect by the CONTRACTORS of



the said covenants, terms, agreements, obligations will pay to the COMPANY all loss, damages, costs, charges and expenses as the COMPANY may be directly or indirectly put to in consequence of such non-fulfillment by the CONTRACTORS.

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

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

For ITI LIMITED,

For PROPRIETOR.....

Witnesses:

Witness

- 1. ....
- 2. ....

- 1. ....
- 2. ....

Place:  
Date:

**ANNEXURE- 2**

**ITILTD.**  
**(A Government of India Enterprise)**  
Network Systems Unit, Dooravaninagar  
BENGALURU – 560 016.

**NON-DISCLOSURE AGREEMENT**

This Agreement is made on \_\_\_\_\_ day of \_\_\_\_\_ 2024 between ITI LIMITED, NETWORK SYSTEMS UNIT a Government of India Enterprise, having its registered and corporate office at ITI BHAVAN, DOORAVANINAGAR, BENGALURU – 560 016. hereinafter called ITI LIMITED which expression shall unless repugnant to the subject or the context mean and included its successor, nominees \_\_\_\_\_ or \_\_\_\_\_ assigns \_\_\_\_\_ and M/s \_\_\_\_\_ a company incorporated under the Indian Companies act, 1956, and having its registered office at \_\_\_\_\_ herein after called “Bidder” which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

Whereas a Tender was floated by ITI LIMITED for **Construction of foundation for Satellite antenna**, and M/s \_\_\_\_\_ is one of the Bidders. The Bidder will be issued a tender document, which contains highly classified and confidential information. The information is to be protected from unauthorized use and disclosure:

In consideration of this, the Bidder agrees as follows:

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

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

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

ITI LIMITED

ITI LIMITED

M/s.....

M/s.....

Signature.....

Signature.....

Printed Name.....

Printed Name.....

Title.....

Title.....

Signed

Signed

**Appendix-A**

**Business Purpose: Construction of Satellite antenna foundation,**

11.0 Confidential Information of ITI Limited.

11.1 Tender document

11.2 The technical specifications / Bill of quantities.

11.3 Detailed drawings.

11.4 Details of Locations

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

For ITI Limited

For M/s .....

Signatures -----

Signature-----

Name -----

Name.....

**ANNEXURE- 3**

**PRE-CONTRACT INTEGRITY PACT**

**PURCHASE ENQUIRY / ORDER No.**

THIS Integrity Pact is made on.....day of .....20...

**BETWEEN:**

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

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

**Preamble**

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

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

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

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

**Section 1 – Commitments of the Principal**

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

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

## **SECTION 2 – COMMITMENTS OF THE BIDDER/CONTRACTOR**

- 1.1 The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during the participation in the tender process and the execution of the contract.
  - a. The bidder(s)/contractor(s) will not, directly or through any other person or firm offer, promise, or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The bidder(s)/contractor(s) will not enter with other bidders/contractors into an undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The bidder(s)/contractor(s) will not commit any offense under IPC/PC Act, further, the bidder(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d. The Bidder(s)/Contractor(s) of the foreign original shall disclose the name and address of the agents/representatives in India if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Bidder(s)/Contractor(s) will, when presenting the bid, disclose any payments made, are committed to or intend to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
- f. The Bidder(s)/Contractor(s) will not bring any outside influence and Govt bodies directly or indirectly on the bidding process in furtherance of his bid.
- g. The Bidder(s)/Contractor(s) will not instigate third persons to commit offenses outlined above or to be an accessory to such offenses.

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

- 3.1 If the Bidder(s)/Contractor(s), during the tender process or before the award of the contract or during execution has committed a transgression in violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify Bidder(s)/ Contractor(s) from the tender process.
- 3.2 If the Bidder(s)/Contractor(s), has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled exclude including blacklisting for future tender/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of transgressions, the position of the transgressor within the Company hierarchy of the Bidder(s)/Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of a minimum of one year.
- 3.3 The Bidder(s)/Contractor(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.
- 3.4 A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that based on facts available there are no material doubts.
- 3.5 The decision of the Principal to the effect that breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s) shall be final and binding on the Bidder(s)/ Contractor(s), however the Bidder(s)/ Contractor(s) can approach IEM(s) appointed for the purpose of this Pact.

- 3.6** On the occurrence of any sanctions/ disqualifications etc arising out from violation of integrity pact Bidder(s)/ Contractor(s) shall not be entitled to any compensation on this account.
- 3.7** subject to the satisfaction of the Principal, the exclusion of the Bidder(s)/ Contractor(s) could be revoked by the Principal if the Bidder(s)/ Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption preventative system in his organization.

#### **SECTION 4 – PREVIOUS TRANSGRESSION**

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

#### **SECTION 5 – COMPENSATION FOR DAMAGE**

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

#### **SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS**

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



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

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

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

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

#### **SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)**

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

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

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

#### **SECTION 10 – LAW AND JURISDICTION**

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

#### **SECTION 11 – PACT DURATION**

- 11.1** This Pact begins when both the parties have legally signed it. It expires after 12 months on completion of the warranty/guarantee period of the project/work awarded, to the fullest satisfaction of the Principal.
- 11.2** If the Bidder(s)/Contractor(s) is unsuccessful, the Pact will automatically become invalid after three months on the evidence of failure on the part of the Bidder(s)/Contractor(s).

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

**SECTION 12 – OTHER PROVISIONS**

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

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

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

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

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

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

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

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

.....  
(Name & Designation)

.....  
(Name & Designation)

Witness

Witness

**1)** .....

**1)**.....

**2)** .....

**2)**.....

**ANNEXURE- 4**

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

**PROFORMA OF BANK GUARANTEE IN LIEU OF E M D**

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

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

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

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

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

FOR AND ON BEHALF OF BANK

PLACE :

DATED :

WITNESS.

1. ....
2. ....

**ANNEXURE-5**

**DECLARATION OF TENDERERS**

FROM .....

TO

.....  
.....

1. I/We.....  
.....have read the conditions of the tender and tender documents attached hereto and agree to abide by such conditions. I/We offered to do .....at the rates quoted in the attached schedule to complete the works on or before the dates mentioned in the schedule for completion of works.
  
2. I/We further agree to sign an agreement, bind to abide by the general conditions of the contract, and to carry out all works according to the specifications laid down in the tender papers. I/We hereby pay the earnest money of .....by demand draft/banker's cheque. I/We bind myself/ ourselves to deposit the security deposit [Performance security] as prescribed within 15 days after receiving the notice that the contract has been awarded to me/us failing which I/We have no objection to the forfeiture of the earnest money in full; otherwise the said earnest money shall be retained by the said company towards security deposit as specified in the conditions. I/We further bind myself /ourselves to execute the contract document and to commence the work with 15 days after issue of the work order in writing as aforesaid failing I/We agree to the company forfeiting the earnest money and security deposit deposited with them. The accepting authority shall also be at liberty to cancel the acceptance of the tender if I/We fails to deposit the security amount as specified or to execute an agreement or to start work as stipulated in the tender documents.
  
3. I/We hereby enclose a declaration of my/our experience of execution of works of similar nature and magnitude carried out by me/us in the prescribed proforma, and also the income tax and sales tax clearance certificates.
  
4. The offer shall remain open for acceptance by the Accepting Authority for a **period of 4 months** from the date of opening of the tender. **[120 days]**

Date:

Signature of tenderer  
with the seal of the firm

witness.....

(Name in block letters)

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

Address:

Occupation:

**ANNEXURE- 6**

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

**PROFORMA FOR WORK EXPERIENCE CERTIFICATE FROM CLIENTS,**

**Name of the Contractor:**

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

**Date, Name, & Designation,**

**Signature with Seal of the Issuing Authority**

**ANNEXURE- 7.**

**TURN OVER FOR LAST THREE YEARS.**

<b>Sl.no.</b>	<b>Financial year</b>	<b>Turnover</b>	<b>Average of three years</b>
1			
2			
3			
		Average turnover	

**Note:**

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

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

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

**Signature of the bidder with Seal**

**ANNEXURE-- 8**

**ORGANISATION SET UP OF THE COMPANY.**

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

Signature of the bidder with Seal



**ANNEXURE- 9**

**DETAILS OF THE WORK COMPLETED DURING THE LAST 7 YEARS**

<b>Sl. No.</b>	<b>Name of work</b>	<b>Scope of services</b>	<b>Value of Construction</b>	<b>Date of start/completion</b>	<b>Name and address of the client</b>	<b>Value of TDS in case of private work</b>	<b>Remarks</b>

**NOTE:**

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

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

**Signature of the bidder with Seal**

**ANNEXURE- 10**

**DETAILS OF ONGOING WORKS.**

<b>Sl.No.</b>	<b>Name of work</b>	<b>Scope of services</b>	<b>Value of Construction</b>	<b>Date of start/completion</b>	<b>Name and address of the client</b>	<b>Remarks</b>

**NOTE: ]**

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

**Signature of the bidder with Seal.**

**ANNEXURE -11**

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

**PROFORMA OF BANK GUARANTEE (PERFORMANCE)**

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

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

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

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

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

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

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

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

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

Signed this ..... day of ..... at .....

For and on behalf of Bank

WITNESS.

- 1. ....
- 2. ....

**ANNEXURE- 12**

**ACCEPTANCE OF TENDER CONDITIONS**

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

To,

Additional General Manager  
ESG Office  
ITI Limited,  
New Delhi

**Sub:** Construction of RCC foundation for satellite antenna for .....

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

Yours faithfully

[Signature of the tenderer]  
With rubber stamp

Dated.

**ANNEXURE – 13**

**AFFIDAVIT**

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

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

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

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

DEPONENT  
ATTESTED BY (NOTARY PUBLIC)

**ANNEXURE- 14**

**Dispatch number of bank/Date:**

**SOLVENCY CERTIFICATE ON LETTERHEAD OF BANK**

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

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

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

Name Designation signature with seal

Note: The certificate shall have been issued within 6 months from the original last date of the submission of the tender.

**ANNEXURE- 15**

**CHECK LIST FOR THE SUBMISSION OF TENDER:**

Whether the following documents are enclosed:

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

**Note:** Bidder has to take notice of the above points and checkmark Yes / No. The checklist shall be placed in the technical bid.

----- END OF SECTION –VI -----



## SECTION VII

### SPECIAL CONDITIONS

#### General

- 1 These special conditions shall be read in conjunction with the General Terms and Conditions of the contract. Where the provisions of these conditions are at variance with the provisions of the General Conditions of the Contract, the provisions of these special conditions shall take precedence.
- 2 The work shall be executed in strict accordance with the accepted conditions of the contract, bill of quantities, specifications, and orders as may be issued by the Engineer-in-Charge and his representatives
- 3 The Bill of quantities is to be read in conjunction with the form of Tender, Drawings, Conditions of Contract, specifications as these documents are jointly explanatory and descriptive of the works included in the contract.
- 4 The rates quoted in the bill of Quantities are to be for the full inclusive value of the work described under the several items, including all costs and expense which may be required in and for the construction and full protection of the work described, together with all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based. The quoted rates will be for all heights, lifts, and leads unless otherwise mentioned specifically in the description of them.
- 5 The quantities of work in the schedule are not to be considered as limiting the amount of work to be done by the contractor. The quantities are an estimate of the amount of work to be executed and the work will be measured on completion and the Contract amount adjusted accordingly.
- 6 **The quantity variation: quantities given in the tender documents may increase/decrease up to any extent. However, rates shall remain firm for variation in quantities whatever may be the percentage of increase or decrease in the quantities of any item. Rates shall remain firm even if certain items are required to be deleted. No claim in this regard admissible.**
- 7 The contractor shall fully cooperate with all personal and agencies engaged by ITI Ltd for carrying out the other works. The structural and architectural drawings shall at all times be properly correlated before the execution of any work. However, in case of any discrepancy in the items given in the schedule of the quantities appended with the tender and architectural drawings relating to the relevant item, the former shall prevail unless otherwise given in writing by the Engineer in charge.
- 8 General directions and descriptions of work and materials have given elsewhere in the contract documents are not necessarily repeated in the Schedule. Reference is to be made to the other documents for full information.
- 8.1 The contractor will be held to have visited the site before preparing the tender and to have examined for himself the conditions under which the work will be carried out, including local

- conditions affecting labor and to have studied the items of the bill of quantities, the Drawings and specifications, clauses relating to them and to have satisfied himself that the rates quoted by him provide for all minor accessories and contingent works or services necessary for the works described even though they are not precisely defined.
- 8.2 The work shall be executed in strict accordance with the accepted conditions of the contract, bill of quantities, specifications, and orders as may be issued by the Engineer-in-charge and his representatives.
- 8.3 Specification shall include relevant provisions in all the following shall be supplementary to each other. In the case of conflict amongst the provisions for any item of work in the various documents under reference, the following precedence shall be followed:
- a) Latest Indian Standard Specifications and code or practice.
  - b) Latest CPWD Specifications for works at Delhi.
  - c) Latest MES specifications.
- 9 If Specifications for any item of work are not covered by any of the documents mentioned in para above the same shall be decided and conveyed by the Engineer-in-charge to the contractor.
- 9.1 In case of conflict amongst the provisions of the bill of quantities, specifications, and drawings the following precedence shall be followed.
- a) Descriptions of the item in the bill of quantities.
  - b) Provisions in the specifications, Special conditions, if any.
  - c) Provisions in the drawings
  - d) Indian Standard Specifications of BIS
  - e) CPWD specifications
- 9.2 In the case of conflict amongst the various drawings, the decisions of the Engineer-In-Charge shall be final and binding.
- 9.3 Samples of all the materials and workmanship proposed to be employed in the execution of works shall be got approved by the Engineer-In-Charge in writing. The Engineer or his representative will reject all materials or workmanship not corresponding in quality or character with the approved samples. All expenses in this connection shall be borne by the contractor.
- 10 **TESTS & INSPECTION:** If so required by the Engineer, the contractor shall provide all facilities at the site or manufacture's works or in an approved Laboratory for testing of material/and/or workmanship. All the expenditure in respect of this shall be borne by the contractor unless specified otherwise in the contract. The contractor shall when required to do so by the Engineer, submit at his own cost, manufacturer's certificate of tests, proof sheets, mill sheets, etc. showing that the materials have been tested in accordance with the requirements of this specification.
- 10.1 C.P.W.D specifications for works at Delhi in respect of Civil works which will be generally followed for execution of works. These are kept in the office of ITI and tenderers must inspect and read carefully before submitting their tender. It will be taken that the specifications have been fully read and understood by the tenderers, irrespective of the fact whether they have so done or not, and no claim on this account shall be entertained at a later date.

A. Wherever cement is used. The rate for that item of work shall be deemed to include proper curing of the cement work.

11 **BENCHMARKS:** Masonry pillars will be erected at suitable points in the area to serve as Bench Marks. These benchmarks shall be connected with permanent benchmarks approved by the Engineer-in-Charge. These benchmarks shall be maintained during the execution of the work. When required the contractor shall arrange for necessary equipment and labor for erecting the same.

## 12. MATERIAL TESTING –APPROVAL OF SAMPLES

12.1 All materials to be provided by the Contractor shall conform with the specifications laid down in the contract.

12.2 The Contractor shall at his own expense and without delay supply to the Engineer-in-charge samples of materials proposed to be used in the works. The Engineer-in-charge shall within 7 days of supply of samples or further period as he may require intimating to the Contractor in writing whether samples are approved by him or not. If samples are not approved the Contractor shall forthwith arrange to supply to the Engineer-in-charge for his approval fresh samples complying with the specification laid down in the Contract.

12.3. The Engineer-in-charge shall have full powers for removal of any or all of the materials brought to the site by the Contractor which are not under the Contract specifications or do not conform in character or quality of samples approved by him. In case of default on the Contractor in removing rejected materials, the Engineer-in-charge shall have full powers to procure other proper materials to be substituted for rejected materials and in the event of the Contractor refusing to comply, he may supply by other means. All costs, incurred upon such removal and/or substitution, shall be borne by the Contractor.

12.4 The following proprietary materials shall be brought to the site after the approval of ITI Ltd.

- i. Cement.
- ii. Steel.
- iii. Stone Grit
- iv. Sand
- v. Any other materials as per discretion of ITI Ltd.

Cement and Steel required for the work are to be procured by the contractor and the materials should conform to the relevant Indian Standards. **Ordinary Port Land Cement of Grade 43 with ISI Mark to be used for the works and steel of TMT bars of Fe.500**

12.5 The contractor shall submit documentary evidence e.g. challans, bills, etc. against the proprietary materials brought to the site as a check to ensure that the required quantities as required for the execution of works as per specification have been brought to the site for incorporation in the work.

12.6 Proprietary materials brought at the site shall be stored as directed by ITI Ltd and those already recorded shall be suitably marked for identification.

12.7 The contractor shall ensure that the proprietary materials are brought to the site in original sealed containers or packing bearing manufactures markings and brands (except where the Quantity required is a fraction of the smallest packing). Materials not complying with this

requirement shall be rejected. The empty containers of such proprietary materials shall not be destroyed /disposed of without the permission of ITI Ltd.

**12.8** The contractor shall produce receipted vouchers showing quantities of the materials to satisfy the Engineer-in-charge that the materials comply with the specifications. These vouchers shall be endorsed, dated, and initiated by the Engineer-in-charge giving the contract number and name of work and a certified copy of each such voucher signed both by ITI Ltd and the Contractor shall be kept on record.

**12.9** When the cost of each category of materials is less than Rs.500/- production of vouchers may not be insisted upon if the ITI Ltd is otherwise satisfied with the quantity of materials.

**12.10** Reinforcement steel bars shall be of grade fe-500 & cement (excluding white cement) shall be of OPC 43 grade only.

### **13 RECORDS OF CONSUMPTION OF CEMENT &STEEL.**

**A.** For the purpose of keeping a record of cement and steel received at the site and consumed in works, the contractor shall maintain a properly bound register in the form approved by the ITI Ltd, showing columns like quantity brought to the site, used in work, and balance in hand, etc. This register shall be signed duly by the Contractors representative and ITI Ltd.'s representative.

**B.** The register of cement and steel shall be kept at the site in the safe custody of ITI Ltd.'s Engineer during the progress of the work. This provision will not however absolve the contractor from the quality of the final product.

**C.** In case cement or steel quantity consumed is lesser as compared to the theoretical requirement of the same as per CPWD specification/norms the work will be devalued and/or a penal (i.e. double the rate at which cement/steel purchased last) recovery for lesser consumption of cement/steel shall be made in the item rates of the work done subject to the condition that the results of the test fall within the acceptable criteria as per CPWD specification otherwise the work shall have to be dismantled and redone by the contractor at no extra cost. In the case of cement, if actual consumption is less than 98% of the theoretical consumption, recovery shall be effected from the contractors' dues at the penal rate as actual quantity is lower than 98% of theoretical consumption.

### **14 MATERIALS AND SAMPLES:**

**A.** All materials, articles, fittings and accessories, etc. shall comply with the relevant Indian Standard Specifications and shall bear the ISI mark and wherever specified shall be of approved make. The Engineer of ITI Ltd and the owner shall have the discretion to check the quality of materials and equipment's to be incorporated in the work at the source of supply or site of work and even after incorporation in the work. They shall also have the discretion to check the workmanship of various items of work to be executed in this work. The contractor shall provide the necessary facilities and assistance for this purpose.

**B.** The above provision shall not absolve the contractor from the quality of the final product and in getting the material and workmanship quality checked and approved by the Engineer-in-charge of ITI Ltd.

- C.** The contractor shall well in advance, produce samples of all materials, articles, fittings, accessories, etc. that he proposes to use and get them approved in writing by ITI Ltd., The materials articles, etc. as approved shall be labeled as such and shall be signed by ITI Ltd., and the contractor's representative.
- D.** The approved samples shall be kept in the custody of the Engineer in charge of ITI Ltd., till completion of the work. Thereafter the samples except those destroyed during testing shall be returned to the contractor. No payment will be made to the contractor for the samples or samples destroyed in testing.
- E.** The brand of all materials, articles, fittings, etc. approved together with the name of the manufactures and firms from which suppliers have been arranged shall be recorded in the site order book.

The contractor shall provide all equipment to be compatible with the testing requirements specified. The contractor shall maintain all the equipment in good working condition for the duration of the contract.

The contractor shall provide qualified personnel to run the laboratory for the duration of the contract. The number of staff and equipment available must at all times be sufficient to keep pace with the sampling and testing program as required by the Engineer-in-charge. The contractor shall fully service the site laboratory and shall supply everything necessary for its proper functioning, including all transport needed to move equipment and samples to and from sampling points on the site, etc.

The contractor shall re-calibrate all measuring devices whenever so required by the Engineer-in charge and shall submit the results of such measurements without delay. All field tests shall be carried out in the presence of ITI Ltd's representative.

## **15 TESTS AND INSPECTION**

The contractor shall carry out the various mandatory tests as per specification and the technical documents that will be furnished to him during the performance of the work. All the tests, either on the field or outside laboratories concerning the execution of the work and supply of materials shall be got carried out by the contractor or ITI Ltd., at the cost of the contractor. This testing will be required in addition to the manufacture test certificate.

## **16 WORKS TO BE OPEN TO INSPECTION**

All works executed or under the course of execution in pursuance of this contract shall at all times be open to inspection and supervision of the ITI Ltd., The work during its progress or after its completion may also be inspected by Chief Technical Examiner of Government of India (CTE) The compliance of observations/improvements as suggested by the inspecting officers of ITI Ltd/CTE/ shall be obligatory on the part of the contractor.

## **17 SETTING UP OF FIELD LABORATORY:**

The contractor shall set up and maintain at his cost a field testing laboratory for all day to day tests at his costs to the satisfaction of the Engineer in charge. This field testing laboratory shall be provided with equipment and facilities to carry out all mandatory field tests as per CPWD specifications. The laboratory building shall be constructed and installed with the appropriate facilities. Temperature and humidity controls shall be available wherever necessary during the testing of samples.

The contractor shall provide all equipment to be compatible with the testing requirements specified. The contractor shall maintain all the equipment in good working condition for the duration of the contract. The contractor shall provide qualified personnel to run the laboratory for the duration of the contract.

**18 TESTING OF MATERIALS:**

All the tests on materials, as recommended by various relevant Indian Standard Codes or other standard specifications [Including amendments current at the last date of issue of tender documents] shall be got carried out by the contractor at the field testing laboratory or any other recognized institutions/laboratory at the direction of the ITI Ltd. all testing charges expenses etc., shall be borne by the Contractor. This testing will be required in addition to manufacturing test certificate.

**19 TECHNICAL STAFF:**

The contractor shall employ the expert supervisor/Engineers for “concreting work, eathing & lightning protection system”.

**20.6** The contractor shall make his arrangement for all equipment required for the execution of the job.

**20.7** The contractor whose tender is accepted shall execute a guarantee bond in the prescribed form for guaranteeing the anti-termite treatment and waterproof treatment.

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

**21.0 TIME AND PROGRESS CHART:**

- The overall period of completion shall be prepared jointly by the Engineer and the detailed time and progress chart for the execution of various items of work within the contract, signed by both the parties and shall adhere to.
- **Time** allowed for carrying out all the works as entered in the tender shall be as mentioned in the BOQ which shall be reckoned from the 15<sup>th</sup> day from date of issue of the work order to the Contractor. Time shall be the essence of the contract and the contractor shall ensure the completion of the entire work within the stipulated time of completion.
- The Contractor shall also furnish within 15 days of the date of issue of work order a CPM network/PERT chart /Bar chart for completion of work within the stipulated time. This will be duly got approved by ITI Ltd. This approved network /PERT chart shall form a part of the agreement. Achievement of milestones as well as total completion has to be within the period allowed.
- Contractor shall mobilize and employ sufficient resources for completion of all the works as indicated in the BAR Chart/PERT Chart. No additional payment will be made to the contractor for any multiple shift work or other incentives methods contemplated by him in his work schedule even though the schedule is approved by the Engineer --charge.
- During the currency of the work the contractor is expected to adhere to the schedule on milestone and total completion and this adherence will be part of the Contractors

performance under the contract. During the execution of the work, the contractor is expected to participate in the review and updating of the Network/BAR Chart undertaken by ITI Ltd. This review may be undertaken at the discretion of the Engineer in charge either as a periodical appraisal measure or when the quantum of work order on the contractor is substantially changed through deviation order or amendments. The review shall be held at the site or any of the office of ITI/Consultant at the sole discretion of ITI Ltd. The contractor will adhere to the revised schedule thereafter. The approval to the revised schedule resulting in a completion date beyond the stipulated date of completion shall not automatically amount to grant to the contractor.

- The contractor shall submit [as directed by the Engineer – in –charge] progress reports on a computer-based program [Program and software to be approved by Engineer in charge] highlighting the status of various activities and physical completion of work. The Contractor shall send completion report with as build drawings to the office of Engineer in charge of ITI in writing within a period of 30 days of completion of work.

## **22.0 INDIAN STANDARDS:**

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

Signature of The Contractor  
Date

----- END OF SECTION –VII -----

## SECTION –VIII

### MATERIALS AND JOB SPECIFICATIONS

#### 1. Specification for Construction of satellite antenna foundation

##### a) Site clearance.

Before earthwork is started, the area coming under cutting and falling shall be cleared of shrubs, vegetation's, brush wood, grass, trees and sampling of girth up to 30cm measured at a height of one meter above ground, and rubbish shall be removed up to any distance within the station area limit. The roots of the trees shall be removed to a minimum depth of 60cm below ground level, or a minimum of 15cm below formation level whichever is lower and the hollows filled up with earth, levelled and rammed at no extra cost.

##### b) Earth work

Earthwork is classified into 2 types namely;

- a) All kind of soil
- b) Hard rock requiring blasting and Hard rock requiring chiselling

The decision of the Engineer-In-Charge as to the classification of the type of earth work as above shall be final and binding upto the contractor.

Earth work shall be carried out in any material met on the site the, lines, levels, and contour shown on the detailed drawings and the contractor shall remove all excavated materials to soil heaps on site of transport for use filling, at the site directed.

Excavated materials shall not be deposited within 1.5 meters from the top edge of the excavation.

Suitable types of shoring and strutting, wherever necessary shall be adopted to withhold the face of earth or cutting in slope as per site requirements and as directed by the site engineer.

Foundation pits shall be excavated to full depth. Prior to construction/concreting work, the trench shall be cleared and the bottom properly rammed, firm and to level, to satisfaction of site engineer.

The contractor shall provide suitable drainage arrangements to prevent surface water entering to foundation pits or trenches. The contractor shall engage pumps or other approved means to keep excavation free of water.

The contractor shall not undertake any concreting in foundation until the excavation pit is approved by the site engineer.

##### **Mode of Measurement and Payment:**

Payment will be made on the cubic content of earth work excavated which shall be computed by measurement of length width and depth of excavation made. Excavation made in excess of specified requirement shall not be paid for.

Rate quoted are deemed to include



- Excavation and deposition of earth as specified
- Setting out of work, profiles etc.
- Site clearance
- Bailing out of water wherever required
- Protection to existing Structure, If any
- From work, shoring, strutting and sloping etc
- Removal of slips during excavation
- Fencing and protection against risk of accident due to open excavation
- Excavation for insertion of planking and strutting.

**Refilling the excavated earth in trenches, foundations, etc.**

Earth obtained from excavation of foundation trenches, sump pit, drains etc. shall be used for refilling the trenches and plinth under floor as directed by site engineer. No extra payment shall be made for lead and lift and transportation of earth involved. The earth used shall be free from all vegetation, grass, roots etc., and other foreign matter. All clods shall be broken.

Where excavated material is mostly rock, the boulders shall be broken into pieces not bigger than 15cms size in one direction mixed with fine material consisting of decomposed rock, morrum or earth as available so as to fill up the voids as far as possible and the mixture is used for filling.

As soon as the works in foundation have been measured, the spaces around foundation masonry in trenches shall be cleared of all debris, brick bats, mortar dropping etc and fill with earth in layers not exceeding 20cms each layer being watered rammed and consolidated before the succeeding one is laid. Earth shall be rammed with iron rammers where possible and with butt ends of crow bars where rammers cannot be used.

**c) Plain and reinforced cement concrete works**

**General**

- i. This item relates to the supply, preparation, placing, and curing of all concrete work in plain, and reinforced portions of works referred to under respective items in the bill of quantities.
- ii. Concrete for these specifications is broadly classified into two classes, viz:
  - (i) Nominal Mix Concrete
  - (ii) Design Mix Concrete
- iii. All operations relating to mixing, placing, and curing shall be subject to the approval of the Engineer-in-Charge and the contractor shall provide unhindered access for this purpose for inspection and selection of samples.

- iv.** All materials to be used in the work shall have been approved by the Engineer before their incorporation in the work for this purpose, the contractor shall whenever called upon to do so, furnish samples of materials in adequate quantities and carry out all tests on materials and concrete specimens. Testing shall be on materials and concrete specimens. Testing shall be done in close liaison with Engineer-in-Charge or his representative and methods of tests shall generally follow the standard methods described in relevant Indian Standard Specifications for methods of tests. All the cost of supplying the required materials and concrete specimens and also the cost of testing in an approved laboratory shall be borne by the contractor. The contractor shall install a laboratory at the site, which shall be equipped to make routine tests on concrete cubes and materials for concrete.
- v.** No concrete work shall be done in the absence of the Engineer-in-Charge or his representative. Before placing the concrete, the Engineer-in-Charge shall have inspected and approved all reinforcement in place, formwork and concreting, and arrangements for concreting. At least 24 hours' notice shall be given for this purpose. Any concrete placed in violation of this provision shall be rejected.
- vi.** All concrete works shall be vibrated for proper compactions unless otherwise specified by Engineer-in-Charge.

**Materials:**

All materials used in the work shall be new of quality and standards as specified. Materials delivered to the work shall be of the same quality as that of the approved samples, which shall be deposited with the Engineer-in-Charge well in advance for his approval before they are incorporated in the works. Delivery of materials shall be made sufficiently in advance of constructional and testing requirements to enable further samples to be selected and tested if so desired by the Engineer. No material shall be used in the work until approved. Approved materials should be stored in such a manner that by no means the qualities are changed due to any reason. Materials failing to comply with these specifications shall be immediately removed from the works at the contractor's cost.

- Unless otherwise stated in these specifications or drawings or approved by the Engineer-in-Charge all cement to be used in the concrete shall be ordinary Portland cement conforming to IS:269.
- It shall be stored in a dry place, in regular piles not exceeding 10 bags high and in such a manner that it is adequately protected from moisture and contamination. Different consignments shall be stacked separately and identified accordingly so that they can be used in the order in which they are received. If necessary, cement shall be screened at the contractor's expense to remove any lumps. No cement which has become damaged shall be used in the work.
- Any cement that is to be used at the site shall be tested before use, if so directed. If on testing the cement does not comply with the specifications, the consignment from which the sample has been drawn shall be rejected and removed from the site. The

cost of removal and subsequent replacement by the cement of satisfactory quality shall be borne by the contractor.

### **Cement**

Unless otherwise specified, cement shall be ordinary Portland cement conforming to I.S. 269. The contractor shall make proper storage arrangement of cement at the site works to the satisfaction of the Engineer-in-charge. Cement should always be stored in such a manner as to be easily accessible for proper inspection and in a suitable water tight building or storage shed to protect the cement from dampness. Cement not acceptable to Engineer-in-charge or his authorized representative being not in a conformity with relevant IS standard and/or being deteriorated due to dampness shall be rejected.

### **Steel**

Mild steel reinforcement for cement concrete work shall conform to IS-432 Grade I (latest edition) and relevant parts of **IS-456**.

Cold twisted steel reinforcement for reinforced cement concrete work shall conform to IS-1786 and relevant parts of IS – 456 and steel should be of TMT bars of Fe.500

The contractor shall invariably produce a tests certificate from the manufacturer certifying the quality and strength of the steel to conform to the requirement of the aforesaid I.S. Standards. In the absence of such test certificate from the manufacturer, tests shall be carried out in a test House/Laboratory or University as approved by the Engineer-in-charge and the cost of such tests shall be borne by the Contractor. Tests shall be carried out as per IS-1521 and 1608.

All reinforcement bars shall be clean and free from dirt, oil, paints, grease, mill scales and loose rust. Bars available in coils shall be uncoiled and properly straightened to the satisfaction of the Engineer-in-charge at no extra cost to the owner.

### **Fine Aggregates:**

- **Sand**  
Unless, specifically instructed otherwise, all sand to be used shall be of coarse variety natural pit sand, clean sharp, strong angular and composed of hard siliceous materials. It shall not contain any harmful materials such as iron pyrites, coal, mica, shale or similar laminated materials, clay, alkali, seashell, organic impurities etc. and silt content should not exceed 8%. Fineness modulus of coarse sand shall not be less than 2.5.
- **Gradation:**  
The grading of fine aggregate shall conform to either grading zone II or grading zone III defined in Table II, clause 4 of IS: 383 Grading shall be determined under IS 2386 (Part I) "Method of tests for Aggregates for concrete Part I - Particle size and shape".
- **Specific Gravity:** Normal and having specific gravity below 2.5 (saturated dry basis) determined under IS 2386 (Part III) Methods of tests for Aggregates for Concrete:

Part III - Specific gravity, density, voids, absorption and bulking" shall not be used without special permission of the Engineer.

- **Deleterious Materials:** Fine aggregate shall not contain the injurious amount of dust, clay lumps, soft or elongated flaky particles, shale, alkali, organic matter, loam, mica, and other deleterious substance in quantities over the limits of deleterious material, given in Table I of IS:383. Deleterious materials also include material passing 75 microns IS sieve.
- **Organic impurities:** All fine aggregate shall be free of injurious amounts of organic matter. Aggregates, when tested under IS 2386 (Part II). Methods of Test for Aggregates for Concrete: Part II - Estimation of Deleterious Materials and Organic Impurities' and producing a color darker than the standard, shall be rejected unless, when tested for mortar making properties, the mortar develops a compressive strength at 7 and 28 days of not less than 95% of that developed by a similar mortar made from another portion of the sand sample which has been washed in 3% solution of Sodium Hydroxide followed by thorough rinsing in water. Mortar cubes shall be made and tested under IS: 2386 (Part VI) "Measuring Mortar making properties of fine aggregate".
- **Soundness:** When tested to five cycles of sulphate soundness under IS: 2386 - Part V. "Methods of test for Aggregate for Concrete: Part V - Soundness" and IS: 383 the weighted percentage of loss shall not be more than 8% by weight when sodium sulphate is used and 12% when magnesium sulphate is used.
- **Screening and Washing:**  
Natural manufactured sand shall be prepared for use by such screening or washing or both as necessary to remove objectionable foreign matter while separating the sand grains to the required size fractions. Natural sand shall be washed unless specific written authorization is given by the Engineer-in-Charge to use sand that meets specification standards of cleanliness without washing.

### Coarse Aggregate

#### Sources of Supply:

Aggregate shall, where possible, to be supplied from a source that normally produces aggregate satisfactory for concrete work, and if required by the Engineer, the contractor shall supply evidence to this effect. If required by the Engineer, the contractor shall supply samples to make preliminary tests on concrete cubes made from such aggregates.

Coarse aggregate shall generally conform to the requirement IS 383 and shall consist of hard, strong, durable particles of crushed stones and shall be free from elongated, soft, pieces, vegetable matter, and other deleterious matter. It shall have no adherent coating. Flaky and elongated particles shall be avoided.

- **Size and Grading:**

The maximum size of coarse aggregate for use in reinforced concrete work shall be limited generally to 20 mm (3/4"). For the concrete used in plain concrete work and in massive RCC members having a sufficiently wide spacing of reinforcement, the use of 40 mm (1 1/2") size graded aggregate may be permitted. In no case shall the aggregate size exceed 1/4 times the thickness of the member.

The grading of coarse aggregate shall be selected from the standard grading given in Table II of IS: 383. The method of determining the grading of coarse aggregate shall be according to IS: 2386 (Part I).

- **Specific Gravity:**

Normal aggregate shall have a specific gravity (saturated surface dry basis) not less than 2.6 Determination of specific gravity shall be done under IS:2386 (Part III).

- **Deleterious Matter:**

Amount of deleterious matter determined in accordance with IS 2386 (Part II shall not exceed the limits given in Table I of IS: 383.

- **Washing:**

The coarse aggregate shall be washed if required by the Engineer and only clean fresh water shall be used for this purpose.

**Water:**

Water used for both mixing and curing shall be free from injurious amounts of deleterious matter. The Engineer-in-Charge may require the contractor to get the water tested from an approved laboratory at the latter's expense. Potable water is considered satisfactory for this purpose.

The ph value of the water shall generally lie between 6 and 8; where the water contains an excess of acid, alkali, sugar, or salt, the Engineer-in-Charge may refuse to permit its use.

**Care and storage of concrete aggregate:**

Aggregate stockpiles shall be arranged and used in a manner as to avoid excessive aggregation or contamination with other materials or with other sizes of like aggregates. To ensure that this condition is met, any test for determining conformance to the requirements of these specifications shall be performed on samples collected from the aggregates at the point of batching.

Stockpiles shall be built in successive horizontal layers of not more than 1Mtr. thickness, with each layer being completed before the next, is started.

The aggregate piles shall be allowed to drain until it has reached uniform moisture content and the last 300 mm layer from the stockpile of aggregate shall not be used if the piles are on the ground.

**Nominal Mix Concrete:**

This concrete shall be made without a preliminary test by adopting nominal concrete mix specified in the volumetric mix and the aggregate shall be measured by volume, cement by weight, mixing water shall be measured in graduated litre cans. The cement content of the

mix specified in Table 3 of IS: 456 for any nominal mix shall be proportionately increased if the quantity of water in a mix has to be increased to overcome the difficulties of placement and compaction so that the water-cement ratio as specified is not exceeded.

If nominal mix concrete made under the proportions given for a particular grade does not yield the specified strength, such concrete shall be classified as belonging to the appropriate lower grade. Nominal mix concrete proportioned for a given grade under Table 3 of IS: 456 shall not, however, be placed in the higher grade on the ground that the test strengths are higher than the minimum specified. All the relevant requirements for this concrete as given in IS: 456 shall apply.

#### **Design Mix Concrete:**

The mix shall be designed to produce the grade of concrete having the required workability and characteristic strength not less than appropriate values given in Table-1.

Mix proportions used for a particular designation of concrete shall be based on the results of tests carried out on samples as per various preliminary mix designs. Only the materials proposed for use in the works shall be used for the samples. Any of the recognized methods of mix design such as road note No.4 (H.M.S.O. London) may be used in the design of trail mixes. Trail mixes shall take into consideration the workability required at the site for placing the concrete in the structure.

A preliminary mix design will have to be made if the source of the materials changes or any change in mix proportions is to be made in the course of construction.

#### **Proportioning of Concrete:**

Proportioning is used in these specifications, shall mean the process of determining the proportions of the various ingredients to be used to produce concrete of the required strength, workability, durability, and other properties.

The Engineer-In-Charge shall verify the strength of the concrete Mix before giving the sanctions of its use. However, this does not absolve the Contractor of his responsibility as regards achieving the prescribed strength of the mix. If during the execution, the Engineer-in-charge shall order fresh trail mixes to be made by the contractor, No claim to alter the rates of concrete work shall be entertained and the cement used for making the trail mixes shall be taken into consideration for material reconciliation.

#### **Maximum density:**

Suitable proportions of sand and the several sizes of coarse aggregate for each grade of concrete shall be selected to give as nearly as practicable the maximum density. This is to be determined by mathematical means, laboratory tests field trails, and suitable changes in aggregate gradation.

#### **The proportion by W/C Ratio:**

Once a mix, including its W/C Ratio, has been determined and specified for use by the Engineer-in-Charge, that W/C Ratio shall be maintained. The Contractor will determine the water content of the aggregate frequently as the work progress, and the amount of mixing

water entered at the Mixer shall be changed as directed by the Engineer-in-Charge to maintain the specified W/C Ratio.

The concrete shall have a consistency such that it will be workable in the required position. It shall be of such consistency that when properly vibrated it will flow around reinforcing steel, and all embedded parts.

**Slump:**

The Slump for concrete as determined by Slump Tests as per relevant IS: shall not exceed the slump indicated in table-3.

Table-3

Sl. No.	Degree of workability	Slump in mm		Type of construction
		Min	Max	
1.	Medium	40	80	Reinforced foundation walls and footings.
2.	Medium	25	75	Plain footing, substructure walls, etc.
3.	Medium	50	100	Reinforced Beams, Slabs, columns, walls, etc.

The Contractor shall not place concrete lumping the limits specified without the approval of the Engineer-in-Charge.

**Concrete Mixing:**

The mixing of concrete shall be strictly carried out in an approved type of mechanical concrete mixer. The mixing equipment shall be capable of combining the aggregates, cement, and water within the specified time into a thoroughly mixed and uniform mass, and of discharging the mixture without segregation. The entire batch shall be discharged before recharging. No batch shall be discharged on the previously discharged batch of concrete.

**Mixer:**

Mixers may be stationary mixers of either the tilting or non-tilting type. or truck mixers approved design. The mixers shall be maintained in satisfactory operating condition and mixer drums shall be kept free of hardened concrete. Mixer blades shall be replaced when worn down more than ten percent (10%) of the depth. Should any mixer at any time produce unsatisfactory results, leak mortar, or cause waste of materials, its use shall be promptly discontinued until it is repaired.

**Mixing Time:**

Mixing time shall be as indicated in Table 5. Excessive mixing requiring additions of water will not be permitted. Time shall start when all solid materials are in the mixer drum, provided that all of the mixing water shall be introduced before one-fourth of the mixing time has elapsed. The Engineer-in-Charge may, however, direct change in mixing time, if he in his opinion considers such change necessary. Each batch shall be mixed thoroughly until the mix achieves uniform color and consistency.

**Table-5**

Capacity of Mixer	Minimum mixing time for the Stationery item
Less than 1 Cum	1 ½ Minute
1 Cum or more but less than 3 Cum	2 ½ minutes
3 cum	3 Minutes

Stationary mixers shall be provided with a suitable device to lock the discharge mechanism until the required mixing time has elapsed. The provision also shall be made to ensure that each batch is discharged completely before the mixer is recharged.

The complete plant assembly shall include provisions to facilitate the inspection at all times.

All records and charts for the batching and mixing operations shall be prepared as specified herein and as per the instructions of the Engineer-in-Charge and promptly handed over to the Engineer-in-Charge.

The contents of the hopper shall be emptied in one operation into the drum of the mixer taking care to prevent loss of cement by being blown away in high wind. At the start of the day, when some mortar is likely to adhere to the walls of the drum and blades and cause the mixed batch to be harsh and stationary portions of coarse aggregate shall be slightly reduced for the firsts one or two batches.

Adequate mixing capacity shall be provided at the site to deliver continuously the required quantities of concrete for a pour. The quantity of material mixed per batch shall not exceed the manufacturer's rated capacity.

**Hand Mixing:**

This may be allowed by the Engineer-in-Charge in exceptional cases (such as the mechanical breakdown of the mixer, far away isolated sites of concreting and the quantity of concrete work is very small). Ten percent (10%) extra cement shall have to be added to the normal mixes when mixed by hand. It shall be carried out on a watertight platform and care shall be taken to ensure that mixing is continued until the mass is uniform in color and consistency. No extra payment shall be made to the contractor for mixing by hand or for using extra cement due to hand mixing where allowed. However, cement consumed extra shall be considered for reconciliation purposes.

**Transportation, placing, and Compacting of Concrete:**

- Transportation and placing methods and adequacy of equipment and procedures shall be studied in advance. No concrete placing shall be started without the permission of the Engineer. On each occasion that the contractor intends to place concrete, he shall give the Engineer at least 24 hours' notice.
- No concreting operations shall be commenced during inclement weather conditions.



- All formwork, reinforced and location and details of embedded parts, etc. Shall be checked and approved by the Engineer-in-Charge before concreting starts.

**Preparation before placing:**

- All sawdust, chips, and other construction debris and extraneous matter shall be removed from the interiorS of the forms.
- Hardened concrete and foreign matter shall be removed from the inner surfaces of all conveying equipment, such as barrows, trucks chutes, etc.
- All surfaces of concrete and semi-porous sub-grade shall be wetted and excess water drained away before the concrete is placed on it.
- No concrete shall be placed when the temperature of the atmosphere exceeds 38°C unless adequate arrangements are made for pre-cooling the ingredients and shutters. The arrangements shall be subject to the Engineer-in-charge's approval.

**Depositing:**

- Deposition can start after the Engineer-in-Charge checked and approved the formwork, Reinforcement.
- Concrete that has been left standing and which has become stiffened so that it cannot be placed in satisfactory condition shall not be deposited in the work.
- Concrete shall be deposited continuously in a layer of such thickness that no concrete shall be placed on concrete that has hardened sufficiently to cause the formation of seams or planes of weakness within the section. The rate of placing shall be such that the already placed concrete which is being integrated with fresh concrete is still plastic and has not passed the safer vibration limit.
- Concrete shall not be permitted to drop freely from a height of more than 1.3 m or strike the form work at an angle. Concrete shall be deposited as practicable in its final position to avoid segregation due to re-handling or flowing.
- When placing the concrete on a slope, it shall start at the bottom, the concrete shall be placed against the face of the previously placed concrete and not away from it.
- Care shall be taken not to displace reinforcement and embedded parts during the placing and compaction of concrete.
- Unless otherwise approved, concrete shall be placed in a single operation to the full thickness of the foundation and shall be placed in horizontal layers not exceeding 0.5 m deep. Concrete shall be placed continuously until completion of the part of the work between construction joints or as directed by Engineer-in-Charge.

**d) Compaction:**

- All concrete shall be thoroughly compacted. The Engineer shall remain the final deciding authority on the type of vibrators to be used for any particular case.
- As far as practicable, only internal vibration shall be used for compacting concrete unless specified otherwise. Internal vibrators of high-frequency type shall generally conform to the requirements of IS: 2505 and shall be preferable of electric or pneumatic power driven type. Use of immersion vibrators for compaction concrete shall generally follow the recommendation of IS 3558
- Care shall be taken to prevent contact of vibrators against reinforcement steel and embedments. Vibrators shall not be allowed to come in contact with forms of finished surfaces.

**e) Curing and Protection:**

Curing of concrete shall be under IS:456. Concrete shall be cured by keeping it moist for the period specified herein to ensure that complete hydration and hardening take place.

Curing shall be assured by the use of an ample water supply under pressure in pipes, with all necessary appliances of hose, sprinklers, and spraying devices. Continuous, fine mist spraying or sprinkling shall be used, unless otherwise specified or approved by the Engineer-in-Charge.

Curing of concrete shall start after 8 hours of placement and in hot weather within 4 hours of placement for exposed faces. In every hot weather, precaution shall be taken to see that the temperature of wet concrete does not exceed 38° C while placing.

Newly placed concrete shall be protected by approved means from rain, sun, and wind. Concrete placed below the ground level shall be protected from falling earth during and after placing, the surface shall be kept free from the contact with the ground or with water draining from such ground during otherwise directed by the Engineer-in-Charge.

**f) Field Tests:**

- **Grading Test:**

Grading tests on coarse and fine aggregate shall be carried out at intervals specified by the Engineer-in-Charge.

- **Slump Test on concrete:**

At least one slump test shall be made for every compressive strength test carried out. More frequent tests shall be made if there is a distinct change in work conditions, or if required by the Engineer-in-Charge.

- **Strength Test of concrete:**

Samples from fresh concrete shall be taken as per IS: 1199 and cubes shall be made, cured, and tested at 28 days under IS: 516.

To get a relatively quicker idea of the quality of concrete, optional tests on beams for modules of strength tests at 7 days may be carried out in addition to 28 days compressive strength test, for this purpose, the values are given in Table, 6 may be taken for general guidance in the case of concrete made with ordinary Portland cement. In all cases, the 28 days compressive strength specified in Table - 1 shall alone be the criterion for acceptance or rejection of the concrete. If, however, from tests carried out in a particular work over a reasonably long period, it has been established to the satisfaction of the Engineer-in-Charge that suitable ratio between 28 days compressive strength and the modulus of rupture at 72 ± 2 hours or 7 days or compressive strength at 7 days may be accepted, the Engineer-in-Charge may suitably relax the frequency of 28 days compressive strength.

### Optional Tests Requirements of Concrete

Grade of concrete	Compressive strength of 15 cm cubes, min. at 7 Days
M-20	13.5
M-25	17.0

- **Sampling:** -- A random sampling procedure shall be adopted to ensure that each concrete batch shall have a reasonable chance of being tested; that is the sampling should be spread over the entire period of concreting and cover all mixing units.
- **Frequency of sampling**

The minimum frequency of sampling of concrete for each grade shall be under the following:

Quantity of Concrete in The work (M <sup>3</sup> )	Number of samples
1-5	1
6-15	2
	Plus, one additional Sample for each addition cum. Or part thereof

- **Test Specimen:**  
 Three test specimens shall be made from each sample for testing at 28 days. Additional cubes may be required for various purposes such as to determine the strength of concrete at 7 days or at the time of striking the formwork, or to determine the duration of curing or to check the testing error. Additional cubes may also be required for testing cubes cured by accelerated methods as described in IS: 9013. The specimen shall be tested as described in IS: 516.

#### g) Inspection and testing structures

##### Inspections:

Immediately after stripping the formwork, all concrete shall be carefully inspected and any defective work or small defects either removed or made good before the concrete has thoroughly hardened.

**Core test:**

The points from which cores are to be taken and the number of corers required shall be at the direction of the Engineer-In-Charge and shall be representative of the whole of concrete concerned. In no case, however, shall fewer than three cores be tested. Corers shall be prepared and tested as described in IS: 516

Concrete in the member represented by a core test shall be considered acceptable if the average equivalent cube strength of the cores is equal to at least 85 percent of the cube strength of the grade of concrete specified for the corresponding age and no individual core has a strength less than 75 percent.

In case the core test results do not satisfy, the requirements of above para or where such tests have not been made, load test may be resorted to. The cost of taking out cores samples and testing the same shall be borne by the contractor.

**Failure to meet strength requirement:**

In the event that concrete tested in accordance with the requirements of clause 6.13 of this specifications fails to meet the requirement, the Engineer-In-Charge shall have the right to require any one or all of the following which shall be carried out by the contractor at his own expenses.

- Load testing of the concrete member concerned represented by the tests which failed. The method and manner of load test shall be as given in clause 6.14.4 below.
- Replacement of any such portions of the structure, no payment for the dismantled concrete, relevant formwork and reinforcement shall be made. Embedded fixtures and reinforcement or adjoining structure damaged during dismantling shall be made good by the contractor at his own expense.
- Extended curing of the concrete represented by the specimen.

**Finishing of concrete.**

On striking the formwork, all blow holes and honey combing observed shall be brought to the notice of the Engineer-in-charge. The Engineer-in-charge may, at his discretion allow such honeycombing or blow holes to be rectified by necessary chipping and packing or grouting with concrete or cement mortar. If the mortar is used, it shall be 1:3 mix or as specified by the Engineer-in-charge. However, if honey combing or blow holes of such extent as being undesirable the Engineer-in-charge may reject the work as being undesirable and his decision shall be binding. No extra payments shall be made for rectifying these defects. All burrs and uneven faces shall be rubbed smooth with the help of carborandum stone.

The surface of non-shuttered faces shall be smoothed with a wooden float to give a finish equal to that of the rubbed down shuttered faces. Concealed concrete faces shall be left as from the shuttering except that honey-combed surface shall be made good as detailed above. The top faces of slabs not intended to be surfaced shall be levelled and floated to a

smooth finish at the levels or falls shown on the drawings or elsewhere. The floating shall not be executed to the extent of bringing excess fine materials to the surface. The top faces of slabs intended to be concerned with screed, granolithic or similar faces shall be left with a rough finish.

**Repair and replacement of unsatisfactory concrete:**

Concrete which is unsatisfactory shall be repaired by cutting out the unsatisfactory material and by replacing it with new concrete. Voids to be so filled shall be provided with anchors, keys or dovetail slots wherever necessary to attach the new material securely in place. The surface of prepared voids shall be wetted for 24 hours immediately before the patching material is placed. Repair of concrete shall be made by skilled workmen. Repairs shall be made as soon as practicable after removal of the forms and in a manner to meet the requirements for the finish specified for the particular location.

The use of an epoxy for binding fresh concrete used for repair will be permitted on written approval of the Engineer-in-charge. Epoxies shall be applied in strict accordance with the instruction of the manufacturer.

**Matching of patch surface:**

The filling material used in the repair of the surface which will be exposed after completion of the project shall be made with cement from the same source as that used in concrete and blended with a sufficient amount of white Portland cement to produce the same colour as in the adjoining concrete. Patched surfaces shall be given a final treatment as required to make the texture of the patch to match with that of the surrounding material.

**Curing Patched Work:**

Immediately after patching is completed, the patch shall be covered with an approved non-staining, water saturated material which shall be kept wet and protected against sun and wind for a period of 12 hours. Thereafter the patched area shall be continuously wet by a fine spray of sprinkling for not less than 10 days.

All materials, procedures and operations used in the repair of concrete and also the finished work shall be subject to the approval of the Engineer-in-Charge. All filling shall be tightly bonded to the concrete and shall be sound, free from shrinkage cracks, or dummy areas after the fillings have been cured and dried.

**h) No extra payment shall be made for the above works.**

**i) Form Work**

Shuttering shall either be of wooden plank 30mm minimum thickness or steel plates with stiffened edges. The shuttering shall be supported on battens and props vertical Sal Ballies properly cross-braced together so as to make the form work rigid. The shuttering shall have a smooth and even surface and joints shall not permit leakage of cement grouts. The timber planks shall be accurately sawn and planned on one side. The surface of the shuttering that would come in contact with concrete shall be covered with a thin sheet of polythene paper roll. Alternatively, application of raw linseed oil or soap solution, to the surface of the

shuttering may be allowed at the discretion of the site engineer. Sufficient camber shall be provided to the shuttering so as to offset subsequent deflection after pouring of concrete in it. A minimum camber of 4 mm per meter length of beam and 1/50 of the length of cantilever projected member shall be provided as directed by the Site Engineer. The minimum period that shall elapse after the concrete is laid, before removal of centring and shuttering for the work shall be as per IS:456. The complete formwork shall be inspected and approved by the Site Engineer before reinforcement bars are placed in position.

## SAFETY CODES

### 1. EXCAVATION AND TRENCHING:

All trenches, 1.5 meters or more in depth, shall at all times be supplied with at least one ladder for each 20 meters in length or fraction ladder shall be extended from bottom of trench to at least 1 meter above surface of the ground, sides of a trench which is 1.5 meters or more in depth shall be stepped back to give suitable slope of security held by timber bracing, so as to avoid the danger of sides collapsing, excavated material shall not be placed within 1.5 m of edge of trench or half depth of trench, whichever is more, cutting shall be done from top to bottom. Under no circumstances shall undermining or undercutting be done.

2. All necessary personal safety equipment as considered adequate by the Engineer-in-charge shall be available for use of persons employed on the site and maintained in a condition suitable for immediate use, and the sub Contractor shall take adequate steps to ensure proper use of equipment by those concerned.

- a) Workers employed on mixing asphalted materials, cement and lime mortars concrete shall be provided with protective footwear and protective goggles.
- b) Those engaged in handling any material which is injurious to eyes shall be provided with protective goggles.
- c) Those engaged in welding works shall be provided with welder's protective eye-shields.
- d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

When worker are employed in sewers and manholes, which are in use the Contractor shall ensure that manhole covers are opened and manholes are ventilated it for an hour before workers are allowed to get in to them, Manholes so opened shall protected off with suitable railing and provided with warning signals or boards to prevent accident to public.

- e) The Contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Whenever men above age of 18 are employed on the work of lead painting the following precautions shall be taken.

3. When work is done nearer any place where there is risk of drowning, all necessary equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision made for prompt first aid and treatment of all injuries likely to be sustained during the course of the work.

4. Use of hoisting machines and tackle including their attachments, anchorage and supports shall confirm to the following.

- i) There shall be good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good working order and properly maintained.
  - ii) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
5. These safety provisions shall be brought to the notice of all concerned by display on a notice board at a prominent place at the workshop. Persons responsible for ensuring compliance with the safety codes shall be named therein by the sub Contractor.
6. To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the sub Contractor shall be open to inspection by the Engineer-in-charge or his representatives and the Inspecting Officers as defined in the Contract Labour Regulation.
7. Notwithstanding the above conditions 1 to 7, the Contractor is not exempted from the operation of any other Act or Rule in force.

----- END OF SECTION –VIII -----



**List of Approved makes:**

(Refer to Paragraph 2 of AWG letter No  
 B/50818/AWG/PhIV /T3/Wks (04)  
 dt 29 July 2023)



**RECOMMENDED LIST OF SAMPLES**

S No	Material	Make	Make	Make	Remarks
1	Cement	The Associated Cement Companies Ltd <b>Brand : "ACC"</b>	Ambuja Cement Ltd <b>Brand : "AMBUJA"</b>	Ultra Tech Cement Ltd. <b>Brand : "ULTRA TECH"</b>	
2	Reinforcement Steel	Tata Iron & Steel Company (TISCO, or Tata Steel) <b>Brand: "TATA"</b>	M/S Jindal Steels and Power Ltd. <b>Brand: "JINDAL"</b>	M/s JSW Steel Ltd <b>Brand: "NEOSTEEL"</b>	
3	Structural Steel	Tata Iron & Steel Company (TISCO, or Tata Steel) <b>Brand: "TATA"</b>	M/S Jindal Steels and Power Ltd. <b>Brand: "JINDAL"</b>	M/s Rashtriya Ispat Nigam Limited (RINL) <b>Brand: "RINL"</b>	
4	PVC frame and shutters	Duroplast Extrusion Pvt Ltd <b>Brand : Duroplast</b>	Rajshri Production Pvt Ltd <b>Brand : Rajshri</b>	Accura Polytech Pvt Ltd <b>Brand : Accucel</b>	
5	Stainless Steel Kitchen Sink	Pheonix Appliances Pvt Ltd. Brand : Diamond	Nilkanth Brand : Nilkanth	Jyoti (India) metal Industries Pvt Ltd Brand : Nirali	
6	Hydraulic Door Closer	Godrej	Everite	Ozone Hardware <b>Code: NSK 6836</b>	
7.	Aluminium Tower Bolt, Door Handle, Sliding Bolt & door stoper	Everite Agencies <b>Brand : Everite</b>	Hardima Sales corporation <b>Brand : Hardima</b>	Sigma Corporation <b>Brand : Sigma</b>	
8	Stainless Steel Butt Hinges 125mm	Prayag Polymer (P) Ltd Brand : <b>Prayag</b>	Ozone Hardware Brand : <b>Ozone</b>	Dorma India Pvt Ltd Brand : <b>Dorma</b>	
9	Aluminium doors/ Window sections	Hindalco Industries Ltd Brand : Hindalco	Jindal Aluminium Ltd Brand : Jindal	Indian Aluminium Ltd Brand : Indal	

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S No	Material	Make	Make	Make	Remarks
10	Towel Rails (24")	Kitch	Jindal  Code : <b>6904 Dolphin</b>	Jaquar  Code : ACN-SSF- 1111SM	
11	Mortice Locks	Godrej	Dorma	Kitch	
12	Water Proofing Compound	Pidilite	Dr Fixit	Fosroc	
13	APP Membrane	Shalimar Tar Products  Brand : STP Ltd	Texsa India Ltd	IWL Ltd	
14	False ceiling	Armstrong World Industries  Brand : <b>Armstrong</b>	Aerolite Industries Pvt Ltd  Brand : <b>Aerolite</b>	Saint Gobain Gyproc India  Brand : <b>Saint Gobain Gyproc</b>	
15	Glazed Ceramic wall / Tile	Kajaria Ceramic Ltd  Brand : Somany (Premium /1st quality)	Somany Ceramic Ltd  Brand : Somany (Premium /1st quality)		
16	Vitrified Tiles	Kajaria Ceramic Ltd  Brand : Kajaria (600 x 600) Premium /1st quality	Somany Ceramic Ltd  Brand : Somany (600 x 600) Premium /1st quality		
17	Interior Acrylic / Plastic Emulsion Paint	Berger paint Ltd  Brand : <b>Silk</b>	Asian Paint Ltd  Brand : <b>Royal Aspira</b>	Nerolac Paint Ltd  Brand : <b>Impression</b>	
18	Exterior Acrylic Emulsion Weather Coat Paint	Berger paint Ltd  Brand : <b>Weather Coat All guard</b>	Asian Paint Ltd  Brand : <b>Apex Ultima</b>	Nerolac Paint Ltd  Brand : <b>Excel Total</b>	
19	Wall Care putty	Birla Cements Ltd.  Brand : <b>Birla wall care</b>	Asian Paint Ltd  Brand : Asian Paints	J K Cement Ltd  Brand : <b>J K wall putty</b>	

## SECTION -IX

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S No	Material	Make	Make	Make	Remarks
20.	Synthetic Enamel Paint	Berger Paints Brand : Berger	Asian paints Ltd Brand : Premium gloss enamel	Nerolac Paints Ltd Brand : Nerolac	
21	Window pane	Saint Gobain	Modi Guard	Asahi	
22	Mirror	Gujarat Guardian Ltd Brand : Modi Guard	Saint Gobain Glass India Ltd Brand : Saint Gobain	Atul glass Industries Brand : Atul	
23	CPVC Pipes	Finolex Industried Ltd Brand : Finolex	Astral Polytechnik Ltd Brand : Astral	Superme Industries Ltd Brand : Supreme	
24	PVC Rainwater pipe	Finolex Industried Ltd Brand : Finolex	Astral Polytechnik Ltd Brand : Astral	Superme Industries Ltd Brand : Supreme	
25	CI Pipe	TATA	Jindal	SKF	
26	CP Bib Cock	HSIL Ltd Brand : Hindware	Jaquar Group Brand : Jaquar	Mark Showers Brand : Marc	
27	CP Stop Cock	HSIL Ltd Brand : Hindware	Jaquar Group Brand : Jaquar	Mark Showers Brand : Marc	
28	CP Pillar Cock	HSIL Ltd Brand : Hindware	Jaquar Group Brand : Jaquar	Mark Showers Brand : Marc	
29	CP shower rose	HSIL Ltd Brand : Hindware	K Jaquar Group Brand : Jaquar	Mark Showers Brand : Marc	

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S No	Material	Make	Make	Make	Remarks
30	Cp health faucet	Hindware	K Jaquar Group Brand : Jaquar	Mark Showers Brand : Marc	
31	Water Closet with flushing Cistern and Seat Cover	Hindware	Cera		
32	Urinal Vitreous China	Hindware	Cera		
33	Urinal Vitreous China	Hindware	Cera		
34	Change over Switch	L&T	ABB	Havells	
35	Light fitting LED	Wipro	Havells	Phillips	
36	PVC wire & cables 650 / 1100 V	Polycab	Havells		
37	DBs	Legrand	Hager		
38	Electric Accessories, Piano Switches, Ceiling rose, Call bells, Buzzers, Lamp Holder / Socket outlet etc	Crabtree	L&T	ABB	
39	MCB (Miniature Circuit Breakers & MCCB (Moulded case circuit breakers)	L & T	Hanger		
40	Modular Switches / Sockets /Fan Regulator	Crabtree	Legrand		
41	Ceiling Fan	Usha Swift	Crompton - Alphabriz		
42	Exhaust Fan / Air circulators	Usha	Crompton		
43	Geyser / Storage Water heater	Bajaj	Crompton		
44	PVC conduits (Rigid or flexible)   FRLS rigid PVC conduits   fittings	AKG ISI Marked			
45	PVC Tape	Steelgrip	Kinjal		

[PART-II]

**PRICE BID**

**Please Refer Excel Sheet attached**