



ITI LIMITED

आईटीआईलिमिटेड

(A Government of India Undertaking)

F-100, N S Unit

Dooravaninagar, Bengaluru 560 016

Tel: 080 - 25660613, 25660514

www.itiltld-india.com

civil_nsu@itiltld.co.in

TENDER DOCUMENT FOR SELECTION OF DESIGN CONSULTANT FOR CIVIL WORKS

Tender Ref: NSU/Civil/ASC-4/Consultant/002/073 --

Dated: 19-06-2020-

Cost of the Tender Document: Rs.2,000/- (Rupees Two Thousand only)
(Nonrefundable & Inclusive of GST)

Sealed tenders will be received up to 11.00 hrs. and opened at 11.30 hrs.
on 10-07-2020 at the following address:

The Office of Deputy General Manager - Civil

IT I Limited

F-100, Network Systems Unit

Dooravaninagar P.O

Bengaluru - 560 016

Signature of the bidder

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

Bidder:

Shri./M/s.

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

To,
M/s. ITI Limited,
Network Systems Unit,
F-100 Building, Dooravaninagar,
Bangalore - 560 016.

TENDER FOR SELECTION OF DESIGN CONSULTANT FOR CIVIL WORKS

Dear Sirs,

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

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

I/We hereby tender for 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 schedule of rates and within the period(s) of completion as stipulated for the total sum of Rs. -----
-

In consideration of I/We being invited to tender, I/We agree to keep the tender open for acceptance for 180 days from the date of opening of price 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 submitted in 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 absolutely.

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

I/We further agree that in case my/our tender is accepted, to deposit the additional Security amount of 5% in the form of Bank Guarantee/Performance Security Deposit in accordance with 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 statement showing the details of 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 handover the same in a satisfactory manner to the Company or their authorized representatives within the stipulated time referred in the NIT from 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 bidder or otherwise rests with the Company.

Yours Faithfully,

(CONSULTANT/S)

Address:

Dated:

Signed in the presence of:

1. Witness.....

Address.....

Date:.....

2. Witness.....

Address.....

Date:

IMPORTANT DATA

Sl. No.	DESCRIPTION	INFORMATION
1	REFERENCE NO. OF TENDER DOCUMENT	NSU/Civil/ASC-4/Consultant/002/073 Dated:19-06-2020
2	DATE OF UPLOADING OF TENDER DOCUMENT	19-06-2020
3	LAST DATE & TIME FOR SUBMISSION OF BIDS	10-07-2020 upto 11.00 hrs.
4	PRE BID MEETING	30-06-2020, 11.00 AM to 1.00 PM
5	DATE & TIME OF OPENING OF TECHNICAL BIDS	10-07-2020, from 11.30 hrs.
6	OPENING OF FINANCIAL BIDS	WILL BE INTIMATED LATER
7	COST OF TENDER DOCUMENT	Rs.2000.00 [Two thousand only] Non Refundable & Inclusive of GST
8	EARNEST MONEY DEPOSIT (EMD) IN THE FORM OF DEMAND DRAFT / BANKERS CHEQUE	Rs.16.5 lakhs
9	FINANCIAL TURNOVER	Rs.4 Crores
10	SECURITY DEPOSIT	10% of Contract Value [5% performance guarantee included]
11	PERFORMANCE GURANTEE	5% of Contract Value.
12	SOLVENCY CERTIFICATE VALUE	Rs.3.25 Crores [Issued on or after 10-06-2020]
13	CONTACT PERSON	DGM-CIVIL ON THE ABOVE PHONE NOS. BETWEEN 11.00 HRS. & 16.30 HRS. ON ALL WORKING DAYS.
13	ADDRESS FOR BID SUBMISSION	THE DEPUTY GENERAL MANAGER-CIVIL, ITI LIMITED,,N.S.UNIT, F-100, DOORAVANINAGAR, BENGALURU - 560 016
14	VALIDITY	180 DAYS FROM THE DATE OF OPENING PRICE BID
15	TOTAL COST OF THE PROJECT	APPX. Rs. 548 Cr. (235 Sites)
16	TIME FOR COMPLETION	36 MONTHS

Note: The tender documents can be downloaded from Company web site www.italtd-india.com and from government portal eprocure.gov.in

Corrigendum: Any corrigendum/addendum/errata in respect of the above tender shall be made available only in our official website www.italtd-india.com. No further press advertisement will be given. Hence, all bidders are advised to check the website regularly.

Documents submitted in connection with eligibility will be treated confidential and will not be returned

NOTICE INVITING TENDER
FOR SELECTION OF DESIGN CONSULTANT FOR CIVIL WORKS

Dear Sir(s),

ITI Ltd. invites LUMPUSM BASIS offer from eligible, reputed Architects/Consultant firms registered with the ITI/Council of Architecture for Architectural Planning and Structural designing of the buildings for Construction of Node, Underground, Partial underground, Repeater buildings, Net Work Operation Centre [NOC] etc. in Northern India, Western India, North Eastern India. The tender document can be downloaded from the Websites www.itiltd.co.in and www.eprocure.gov.in Corrigendum if any, would appear only on the websites.

Sealed Offers are invited from registered Architectural firms for providing Architectural / Structural Design consultation for a Mega Project of the Company for MoD.

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

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

- (a) Bidder's Profile
- (b) Acceptance of all the terms & conditions indicated in our tender,
- (c) Earnest Money Deposit (EMD)
- (d) The cost of tender document of Rs 2,000/- (Non-refundable & inclusive of GST) shall be payable by DD/Pay Order at the time of submission of the tender/bid.
- (e) All the required documents connected to the eligibility criteria to be submitted.

The Price/Commercial Bid (Part-B), shall contain the specific rate in LUMPSUM ON EACH TYPE OF BUILDING.

The offers along with the tender document with terms & conditions duly signed and super scribed with **"Tender for Selection of Design Consultant"** and Tender Ref: NSU/Civil/ASC-4/Consultant/002/073 Dated: 19-06-2020 and addressed to the Deputy General Manager-Civil, ITI Limited, N S Unit, F-100, Dooravaninagar, Bengaluru - 560 016 in sealed covers only, separately for Technical Bid and Price/Commercial Bid and enclosed in common envelope. The price bids shall be submitted separately as per the format enclosed at **Part-II [PRICE BID]**. The offers received after the due date /time and offer sent by fax/e-mail will not be entertained and summarily rejected.

1. Minimum qualification Criteria:

The Interested bidders should meet the following minimum qualifying criteria;

A. Work Experience:

- i. Experience of having successfully completed Architectural consultancy with designing assignment during the last 7 years ending 31-03-2020
 - a. Three similar completed works costing [Construction cost] not less than the amount equal to 40% of estimated project cost put to tender.

OR

Signature of the bidder
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- b. Two similar completed works costing [Construction cost] not less than the amount equal to 50% of the estimated project cost put to tender.

OR

- c. One similar completed work costing [Construction cost] not less than the amount equal to 80% of the estimated project cost put to tender.

‘SIMILAR WORKS’ shall mean project consisting of planning & designing of composite use Buildings, Structural Designing of buildings, Electrical works, AC works, Firefighting/Security/ Surveillance/Landscaping/Internal/External Services etc.

- ii. The value of executed works shall be brought to the current level by enhancing the actual value of work done at a simple rate of 7% per annum, calculated from the date of completion to previous day of last day of submission of tenders.
- iii. **Joint-venture** / consortia of firms/companies shall not be allowed and the bidders should meet the above criteria themselves.

iv. Certificates of Subsidiary/Group Companies:

The companies/firms, who intend to get qualified on the basis of experience of the subsidiary/ parental Company/group Company, shall not be considered and vice versa. In case of a Company/firm, formed after merger and/ or acquisition of other companies/firms, past experience and other antecedents of the merged/ acquired companies/firms will be considered for qualification of such Company/firm provided such Company/firm continues to own the requisite assets and resources of the merged/ acquired companies/firms relevant to the claimed experience.

B. Annual Turnover: / Financial Strength:

- i. Average annual financial turnover for the last three years shall be as specified in the tender [Rs. 4 Crs on similar type of works.]. The requisite Turnover shall be duly certified by Chartered Accountant with his seal /signature and registration no.
- ii. **Solvency certificate:** Bank Solvency Certificate issued from nationalised or any schedule Bank should be at least value specified in the tender [Rs.3.25Crs.] and issued on or after 10-06-2020

- C. Net worth of the Company as on 31st March of the previous Financial year should be positive,
- D. The bidder must be registered under appropriate authorities i.e., must be registered with Service Tax Authorities. /Income tax/EPF/ESI authorities PAN/GST etc.,
- E. Consistent history of litigation or arbitration awards against the applicant may result in disqualification.

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- i. Made misleading or false representation in the forms, statements, affidavits, and attachments submitted in proof of the qualification requirements, and or record of submission of any false/fake documents

- ii. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, etc.,
- iii. Participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Employer

F. Each bidder shall submit only one bid.

Thanking you

Yours faithfully
For ITI Limited,

Deputy General Manager-Civil

INFORMATIONS TO BIDDERS.

1. The intending bidder (s) must read the terms and conditions of this GCC carefully. He should only submit his bid if eligible and in possession of all the documents required.
2. Information and Instructions for bidders posted on the website shall form part of the bid document.
3. The bid document consisting of the scope of work and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.eprocure.gov.in or www.itilttd-india.co.in
4. Architect firm/ Consultant must ensure to quote rate in LUMPSUM for each type of building in figures and words.
5. The bidder(s) is/are required to quote strictly as per the Terms and Conditions, Specifications, standards given in the tender documents and not to stipulate any deviations.
6. ***The bidder(s) if required, may submit their questions/clarifications in writing/. E-MAIL to seek clarifications within 7 days of uploading the tender to Deputy General Manager-[Civil] ITI Limited, N S Unit, Doorvaninagar, Bangalore. Minutes of meeting and Agenda/Corrigendum to tender document if any, will be uploaded in ITI website, CPP Portal. No individual advice will be sent to any bidder.***
7. ITI reserves the right to reject any or all tenders or cancel/withdraw the Invitation for Bids without assigning any reason whatsoever and in such case, no bidder / intending bidder shall have any claim arising out of such action.
8. Integrity Pact duly signed by the bidder shall be submitted. Any bid without signed Integrity Pact shall be rejected.
9. **Earnest Money Deposit:**

Earnest Money Deposit of the amount as mentioned in "NIT of Tender" [Rs.16.50 lakhs] required to be submitted along with the tender shall be in the form of Demand Draft payable at the place as mentioned in NIT in favour of ITI Limited from any Nationalized Bank or approved Scheduled bank

 - a. The EMD shall be payable to the ITI without any condition(s), recourse or reservations.
 - b. The Bid will be rejected by the ITI as non-responsive and shall not be considered in case EMD is not received in physical form.
 - c. The EMD of unsuccessful Architect firm/consultants will be returned within 15 days on their request after issuance of LOA to the successful consultant.
 - d. The EMD of the successful consultant will be retained by the Company till submission of 5% performance guarantee which will be submitted within 15 days of issue of Letter of Intent.
 - e. No interest shall be paid by the ITI on the EMD.

f. The EMD may be forfeited

 - i. If a consultant withdraws or modify the bid after bid opening during the period of validity;
 - ii. In the case of a successful consultant, if the consultant fails to Sign the Agreement within the 15 days from the date of issue of LOA or furnish the required performance

Signature of the bidder

security or fail to commence the work within the stipulated time period prescribed in the contract.

10. THE LIST OF DOCUMENTS to be submitted in hard copy within the period of bid submission:

- a. Demand Draft/Pay Order or Banker's Cheque against EMD.
- b. Demand Draft/Pay Order or Banker's Cheque of any Nationalised bank/ Scheduled Bank towards the cost of Bid Document
- c. All the documents related to minimum qualifying criterion as per clause-1 in **NIT**.
- d. Letter of Acceptance of tender conditions as in Annexure-I, Annexure –III, and XIII] in the prescribed format.
- e. Integrity pact duly signed by the bidder.
- f. Power of Attorney of the person authorised for signing /submitting the tender.
- g. Valid GST registration/EPF registration/PAN details.
- h. Pre bid clarifications/Corrigendum signed by the bidder.
- i. Any other details as per tender, if any

11. ORDER OF PRECEDENCE OF DOCUMENTS:

In case of difference, contradiction, discrepancy, with regard to General Conditions of Contract, Special Conditions, Specifications, Corrigendum/Clarification(s) issued, Drawings, Bill of quantities etc. forming part of the contract, the following shall prevail in order of precedence.

Letter of Award, along with the statement of agreed variations and its enclosures, if any.

- a. Corrigendum, Addendum, Clarifications etc.
- b. Special Condition of Contract.
- c. Description of Bill of Quantity / Schedule of Quantities.
- d. General Conditions of Contract.
- e. Drawings
- f. CPWD specifications (as specified in Technical Specification of the Tender) update with correction slips issued up to the last date of receipt of tenders.
- g. Relevant B.I.S. codes. /National Building Code-2016

12. Mode of Submission

The tender should be submitted in sealed covers as under:

Cover- [01] Super scribed as "Technical Bid"] consists of the following:

- a. The signed original tender document, Power of attorney in the case as the authorised representative who has signed the tender.
- b. The full name and address of the bidder and the authorised agent delivering the tender shall be written on the bottom left-hand corner of the sealed cover.
- c. Cost of tender document& EMD.
- d. List of the works completed [Eligibility criteria] as per **Annexure-VI**
- e. Turnover Certificate. [Signed by Chartered accountant]

Signature of the bidder

- f. **Solvency Certificate:** Bank Solvency Certificate issued from nationalised or any scheduled Bank should be as specified in the price bid. The certificate should have been issued on or after-10-06-2020. [As per the Annexure-XIV]
- g. Bidder must pay the Earnest money by a demand draft or bankers cheque in favour of M/s ITI Limited N.S.Unit payable at Bengaluru which shall be submitted in the tender in cover one. No interest shall be allowed on the Earnest Money deposited by the Bidder. The Earnest money of the unsuccessful bidder will be refunded within the reasonable period of time without interest.
- h. Information regarding the bidder as in the proforma enclosed at Annexure-IV
- i. Declaration regarding the bidder work of comparable nature and organisation in the proforma enclosed at Annexure-V and Annexure-VI
- j. Integrity Pact: Annexure-II
- k. Letter of Acceptance of tender condition Annexure-I, Annexure-III and Annexure–XIII in the prescribed format as in the section of NIT.
- l. Copy of Service Tax Registration Number/GST No. s
- m. Any other details as per tender, if any

THE FINANCIAL BID IS IN COVER -02.

Rates quoted in the Bill of quantity as per Part II, Annexure XV. LUMPSUM RATES **quoted should be in figures and as well as in words.**

The above two covers should then be sealed in another common cover super scribed with the tender reference, name of work and bidder's address.

- 13. The envelope containing Technical bid [Cover-1] should also indicate clearly the name of the bidder and his address. In addition, the left-hand top corner of the envelope or container should indicate the name of the work, name of the document in the envelope with bid opening date and time and addressed to address mentioned above. Technical bid documents submitted by intending bidders shall be opened only of those bidders, whose Earnest Money Deposit, Cost of Bid Document and other documents placed in the envelope are found in order. The Financial bid of only those Bidders in Cover-2 whose documents are found to be in order in cover -1, shall be opened. The date of opening of a financial bid shall be informed to the Bidders by Email.

The bid submitted shall become invalid, if:

- i. The bidder is found ineligible.
 - ii. Tenders in which any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.
- 14. Before the last date and time of submission of the bid as notified, the Bidders can submit revised bid any number of times.
 - 15. The bid for the works shall remain open for acceptance for a period of 180 days from the date of opening of Price Bid. In case any Bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the ITI Ltd., then the ITI Ltd. shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money as

Signature of the bidder

aforesaid. Further, the Bidders shall not be allowed to participate in the re-bidding process of work.

16. The acceptance of any or all tender(s) will rest with the ITI Ltd who does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all of the tenders received without assigning any reason thereof.
17. On acceptance of the tender, the name of the accredited representative(s) of the Architect / Consultant who would be responsible for taking instructions from Engineer-in-Charge or its authorized representative shall be intimated within 07 days of the issue date of the letter of award by ITI.
18. Date of Start of work shall be reckoned from the 15th day after the issue of the letter of Award by the ITI.
19. The award of consultancy work, execution and completion of work shall be governed by tender documents consisting of (but not limited to) Letter of Award/Letter of work order, Price bid, Special Conditions of Contract, General Conditions of Contract etc. The Bidders shall be deemed to have gone through the various conditions while making/preparing their technical & financial proposals & submitting the Bid(s) including site conditions, topography of the land, drainage and accessibility etc. or any other condition which in the opinion of Bidders will affect his price/rates before quoting their rates.
20. The past experience in similar nature of work should be supported by certificates issued by an Officer, not below the rank of Executive Engineer or equivalent. In case the work experience of other than Govt./Semi. Govt./ PSUs/ autonomous bodies the completion certificate shall be supported with copies of the Work order and full payment TDS certificates issued by the owner for the work executed.
21. The Bidder shall quote rates both in figures as well as in words. In case the bidder has quoted Two different rates in word and figures the lower of the two will be considered valid and binding on the bidder. All the corrections and alterations made in the entries by the bidder must be attested with his full signatures and date. Erasures and overwriting are not permissible and may disqualify the Tender.
22. The Tender shall contain the name, address and place of business of or persons making the tender and shall be signed by the bidder with his usual signature. 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 the corporation by a person be signed in the name of the corporation by a person duly authorised to do so. Incase it is signed by an authroised representative, a power of attorney in that behalf shall accompany the tender. A copy of the constitution of the firm with names of the partner shall be furnished.
When the bidder signs a tender in a language other than English, the total amount tendered should also be written in the same language. The signature should be attested by atleast one witness.
23. Witnesses and sureties shall be persons of status and property and the names, occupations and addresses shall be stated below the signature.

24. 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 bidder or his authorised representatives.
25. a. Tenders in which any of 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 bidder who resorts to canvassing is liable to be rejected.
- c. The tender containing uncalled remarks for of 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.
26. The Company reserves the right(i) to reject any or all the tenders without assigning any reasons, thereof. The whole work may be split up and accepted in parts entirely at the sole discretion of the Company. The bidder should specifically state incase he would be unwilling to accept a part of the work.
- a. The Company reserves the right to call off tender process at any stage without assigning any reason.
27. Should bidder 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 capacity of the Company, the bidder should furnish complete information to that effect at the time of submission of the tender.
28. The successful bidder shall be required to execute an agreement in duplicate in the proforma attached with the tender documents as **Annexure—XI**. In event of failure of the bidder 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.
29. The tenders submitted by the bidder shall remain valid for acceptance for a period of 180 days from the date of opening of Price Bid. The bidder shall not be entitled during the said period of 180 days, without the consent in writing of the Company to revoke or cancel his tender or to vary the tender given or any terms thereof.
30. **PERFORMANCE SECURITY:** The successful bidder/CONSULTANT shall provide to the employer a total performance security of five percent [05%] of the Contract price valid initially the time period of completion of construction plus 60 days work within 15 days after issue of Letter of acceptance but before signing the contract, a performance security of five percent of Contract price shall be submitted by successful bidder to ITI.
- a. Performance security 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 favour of ITI Limited, payable at Bengaluru.
- b. Failure of the successful bidder to comply with the requirement of submission 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 successful

bidder who fails to comply with the above requirement is liable to be debarred from participating in bids under ITI Limited for a period of 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.
- d. Security Deposit: 5% of the gross amount payable to the consultant will be retained from each running bill as a Security deposit in addition to the performance guarantee of 5%.**[Total security deposit will be 10% of the contract value]**. The Security Deposit will be released to the consultant after successful completion of the project at site and submission of "As built drawings" to ITI

ITI reserves the right to forfeiture of the Performance guarantee in additions to other claims and penalties in the event of the consultant's failure any of the contractual obligations or in the event of termination of the contract as per terms and conditions of the contract.

- 31. The earnest money deposited by the Successful bidder will be returned when successful bidder submits the 5% performance guarantee within in 15 days and their acceptability.
- 32. **Escalation in Price:** No escalation will be paid on account of any increase in price index in the price of material labour. No price escalation shall be applicable even during extended period for completing the works.
- 33. **Taxes and Duties:** **Taxes and Duties:** On implementation of GST many of the previously existing taxes have been subsumed in the same. However, taxes, duties, cess, royalty etc. if any still remaining in vogue which has a bearing on the rates should be considered while submitting the tender.

Price/Rates quoted by the Contractor shall be after considering all inputs credits and inclusive of all Taxes and cess etc., other than GST on contract price. GST liable on contract price shall be paid in addition to the contract price as mentioned below:

In the bill for the works done, the contractor shall charge GST separately. It is the responsibility of the contractor to pay GST to the Government concerned and file statutory returns within the due date prescribed under the respective act. For ITI Ltd to get input credit, it is necessary that the amount gets reflected in the return. In case the next running bills [RA bills] are submitted before due date of filing the of return, documentary evidence to be submitted by the contractor/Agency in the subsequent running account bill. The procedure of payment of the bills shall be as under

- a] The Contractor to charge GST separately in his bills.
- b] GST amount so claimed shall be paid along with payment of running account bill.
- C] The Contractor has to furnish the documentary evidence of the deposit of the GST or copy of the return in case of adjustment of available input credit, whichever is earlier, before processing subsequent RA bills. Else, the Engineer-In-Charge shall withhold the GST amount so paid in the previous bills, in the subsequent/ next RA bills.
- d] Amount to be withheld shall relate only to the extent of GST not deposited or adjusted within the due date of filing of return.

In case of final bill, GST amount so deposited shall be reimbursed by Engineer – In – charge after contractor furnishes the documentary evidence of actual deposit of GST to the credit of Government and reflected against the GSTIN of the employer.

Signature of the bidder

- e] In case of any change of rate of tax or any provision relating levy of tax resulting in increase in burden of Tax on the Contractor, the contractor shall not be entitled to receive any compensation for such increase in quantum of Tax on the Contractor. Similarly, no recovery shall be made from the contractor on account of decrease in rate of tax or any provision relating to levy of Tax.
- 34.** Consortium/Joint ventures companies shall not be permitted. No single firm shall be permitted to submit two separate applications.
- 35.** If at any stage, any information/documents submitted by the applicant is found to be incorrect, false or have some discrepancy which disqualified the bidders/firm then, the Company shall take the following action:
- a. Forfeit the entire amount of EMD submitted by the firm.
 - b. The bidder/Firm shall be liable for debarment from tendering in the Company apart from any other appropriate contractual legal action.
- 36.** Tax deduction at source, if any, shall be made by ITI as per the law applicable from time to time from the amount payable to the consultant.
- 37.** Should the stipulated time for completion of work, for whatever reason be extended, the consultant shall at his own cost, get the validity period of Bank Guarantee in respect of Performance Security furnished by him extended and shall furnish the extended/revised Bank Guarantee to ITI Ltd before the expiry date of the Bank Guarantee originally furnished.
- 38. Policy for Micro and Small Enterprises [MSE's]**
- The MSE's who intend to claim benefits under MSE's act shall fulfil the following, otherwise, they run the risk of their bids being passed over as " INELIGIBLE" for the benefits 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 MSME 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 this 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 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 "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 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.
- 39.** The General Tender notice shall be deemed to form part of the agreement.

INSTRUCTIONS TO BIDDERS

1. Introduction

- a. The Architect firms / Consultants are invited to submit a Technical bid together with a Financial bid. The tender will be the basis for technical discussions/negotiations if required and ultimately for a signed contract with the selected Architect firm /consultant.
- b. Architect firms/Consultants should familiarize themselves with local conditions and take them into account in preparing their drawings, Specifications etc., Architect firms/Consultants or his authorised representative should contact the Company regarding site-specific information if required.
- c. ITI LTD will provide the inputs to the Architect firms/Consultants, if available. However, ITI LTD does not assume any responsibility for any loss or financial damages on account of the use of such information by consultant & consultants are advised to collect their own information for preparation, submission of bids & execution of services after awarding of work.
- d. The Architect firms/Consultants shall be responsible for obtaining licenses and permits to carry out the services.
- e. Architect firms/Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation, site visits etc. ITI LTD / Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Architect firms/consultants.

2. 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, may submit to the authority inviting tender a written request for interpretation or clarification thereof within 07 days of uploading of tender documents. Any interpretation of the tender documents will be made only by 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.

3. Addenda:

3.1 Addenda to the tender documents may be issued prior to 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. Bidders are advised to regularly visit the ITI web site for any information with regard to the tender.

3.2 All the addenda issued by the authority inviting tender shall be part of tender document.

3.3 Conflict of Interest

- a. Company's policy requires that Architect firms/consultants provide professional, objective, and impartial advice and at all times hold ITI LTD's interest's paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

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- i. **"Fraudulent practice"** means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to influence a selection process or the execution of a contract;
 - ii. **"Collusive practices"** means a scheme or arrangement whether formal or informal, between two or more consultants with or without the knowledge of ITI LTD, designed to establish prices at artificial, non-competitive levels, submission or non-submission of Bids,
 - iii. **"Coercive practices"** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- b. Will reject a proposal for award if it determines that the Architect firm/Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question; and
 - c. Will sanction an Architect firm/Consultant, including declaring the Architect firm/Consultant ineligible, either indefinitely or for a stated period of time, for award of a contract if at any time determines that the Architect firm/Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing a contract.
- 3.4** The Architect firm/Consultants should be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.
- 3.5 Only One Proposal**
The Architect /consultant firm shall only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified.
- 3.6** The intending bidder[s] must read the terms and conditions of GCC carefully. He should only submit his bid if eligible and in possession of all the documents required.
- 3.7** Information and instructions for bidders posted on the website shall form part of bid documents.
- 3.8 Proposal Validity**
The Architect firm /consultant tender must remain valid for 180 days from date of opening Price Bid.
- 4. Clarifications and Amendment of Bid Documents**
- 4.1.** 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.
 - 4.2.** Any Corrigendum/Addendum thus issued shall form part of the tender document and shall be posted only on website www.itiltld-india.com and www.eprocure.gov.in and the Consultants are thus advised to update their information by using the said website. To give the Consultant reasonable time to take an amendment into account in their bids and on account of any other reasonable circumstances, ITI LTD may at its discretion, extend the deadline for the submission/ opening of the tender.
- 5. Preparation of Bid Proposal**

- 5.1. In preparing their tender, Architect firms/Consultants are expected to examine in detail the tender document. The tender shall contain technical & financial Bids.
- 5.2. The bid proposals, all related correspondence exchanged by the Architect firms/Consultants & ITI LTD and the contract to be signed with the winning Consultant shall be written in the English language.
- 5.3. **Technical Bid Proposal**
- a. The Technical bid shall not include any financial information. A Technical bid containing financial information shall be declared non-responsive / invalid.
 - b. The Technical bid may be declared non-responsive / invalid if the bid is not accompanied by the requisite documents as stipulated in the tender document.
- 5.4 **Financial bid Proposals**
- The Financial bid shall not include any technical condition/information. The financial offer shall be submitted in LUMPSUM RATES for each type of buildings.
- 6. Submission, Receipt and Opening of bids**
- 6.1. The original bids (Technical bid and Financial bid) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed tender documents must initial such corrections. Letter for acceptance of tender condition should be submitted in the prescribed format of **Annexure-I**
- 6.2. An authorized representative of the Architect firm/Consultant shall sign the Technical & Financial bids. The authorization shall be in the form of a legally enforceable written power of attorney executed on non-judicial stamp paper of appropriate value duly notarized and shall be submitted along with the bid.
- 6.3. ITI LTD shall open the Technical bid after the deadline for the submission of original in hard form as per NIT. The Financial bid shall remain securely stored.
- 6.4. **INDEPENDENT EXTERNAL MONITORS:**
- a. In respect of this consultancy assignment, the Independent External Monitors [IEM's] would be monitoring the bidding process and execution of the contract to oversee the implementation and effectiveness of the integrity Pact Program.
 - b. The Independent External monitors [IEM's] have been appointed by ITI Ltd, in terms of Integrity Pact[IP]-Section 6, which forms part of the tender/contracts. The name of the Independent External Monitors is posted on ITI's website. www.italtd-india.com.
 - c. This panel is authorised to examine /consider all references made to it under this terms of 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 consultant. The consultant will also grant the Monitor, upon his request and demonstrations of a valid interest, unrestricted and unconditional access to his project documentation. The same is

applicable to sub-consultant. The monitor is under contractual obligations to treat the information and documents of the bidder/consultant with confidentiality.

6.5 SELECTION OF CONSULTANT [ON QCBS]

6.5.1: a] To become eligible for Technical Evaluation, the bidder must meet the minimum eligibility criteria as prescribed in Tender documents.

b] A bidder should secure mandatorily a minimum of 75% of marks [75 marks Out of 100 marks] Technical evaluation in order to be qualified bidder for being eligible for Technical weightage and subsequently for opening of financial bids.

c] ITI reserves the right to lower the qualification marks of 75% if the number of such post qualified bidders is less than two, the ITI may in its sole discretion post qualify the bidder[s] whose technical score is less than 75 marks but is more than 60 marks.

The total marks obtained by a bidder in the Technical bid shall be allocated 70% of technical weightage and the financial bids shall be allocated 30% of the financial weightage and thereby making a total of 100% weightage for the complete bidding.

6.5.2 TECHNICAL EVALUATION: [Only the bids meeting the minimum eligibility criteria will be considered for Technical evaluation]

Marks system for the evaluation is as under [100 Marks]

Sl.No.	Evaluation criteria	Max. Marks
1	<p>WORK EXPERIENCE:</p> <p>A] Agency should have rendered consultancy service and have successfully completed the building project during the last 7 years ending last day of month previous to the one in which tenders are invited should be either of the following:</p> <p>1] One similar completed work costing not less than the amount Rs 500Crs.</p> <p style="text-align: center;">OR</p> <p>2] Two similar completed works each costing not less than the amount Rs.300 Crs.</p> <p style="text-align: center;">OR</p> <p>3] Three similar completed works each costing not less than the amount of Rs. 200 Crs. Max marks 15.</p> <p>B] For every additional qualifying projects with a project value of Rs.250 Crs. and above -1.25 marks for each project max 05 marks.</p> <p>C] Consultant should have currently in hand at least one Central/ State Government/PSU of Central or State Government/Autonomous body of the central or State Government Project with minimum project cost of Rs. 150 Crs. and work shall be in progress at site. [Certificate from competent Authority to be furnished] 02.5 marks for each and max 05 marks</p> <p>Note: Completion certificate from the client should be submitted [signed by an officer not below the rank of EE or Project Director or Engineer –in-Charge of the project] for the proof of eligible projects.</p>	25

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2	<p>ANNUAL TURNOVER]/FINANCIAL STRENGTH:</p> <p>1] Qualifying with minimum eligibility criteria of Rs.4 Crs. annual Turnover Average 3 years] –08 marks</p> <p>2] For every additional Rs. 2 Crs. turnover -01 marks each-[Max. 02 marks]</p> <p>Note: GST return [GSTR-3B] certificate and TDS [26AS] certificate shall be enclosed as a proof turnover.</p>	10
3	<p>EXISTENCE OF OPERATION IN THE SECTOR:</p> <p>10years existence in Design for similar works – 07Marks</p> <p>For every additional 05 years of existence- 01 marks [Max- 03 marks]</p>	10
4	<p>TECHNICAL CAPABILITY IN TERMS OF HOUSE DESIGN –TEAM</p> <p>1] [a] Architect: M.Arch. with 10 years' experience 2 marks for each man power max- 04 marks.</p> <p>[b] Additional Architect B-Arch --- 5 years' experience 1 marks for each architect. Max. 04 marks.</p> <p>2] [a] Structural Engineering-ME[Structures] with 10 years' experience 02 marks for each man power max- 04 marks.</p> <p>[b] Structural Engineering- BE – 5years' experience - each 01 marks and max. 04 marks</p> <p>3] B.E in Electrical Engineering with 10 years' design exp. -1 marks for each man power max. 02 marks.</p> <p>4] QS & Tender Expert: B.E [Civil] with 5 years' experience or Diploma in Civil Engineering with 10 years' experience in QS and Tender preparation -01 marks for each man power, max- 12 marks.</p> <p>Note: CV's along with Degree certificate with the ESI/PF registration for the staffs should be submitted as a proof [part of these personnel's shall be deployed at ITI Ltd at Bengaluru and at New Delhi full time as per tender for project implementation till completion.</p>	30
5	<p>PROJECT IMPLEMENTATION WORK PLAN:</p> <p>a] Approach and methodology for implementing task, Work Plan for implementation and identification of key mile stones – 10marks</p> <p>b] Deployment schedule of key personnel and support staff Back office support and planning staff- 05 Marks</p>	15
6	POWER POINT PRESENTATION ON IMPLEMENTATION OF THE PROJECT	10

The tenderers short listed after eligibility criteria requirements, shall be evaluated by the Committee constituted for the purpose by ITI Ltd.

a] The Consultant shall have no right to challenge the marks assigned by the individual's members of the committee and individual member of the committee shall have no liability to applicant in this regard.

b] No correspondence would be entertained challenging or contesting the marking by the individual member of the committee.

c] To become eligible for short listing in Technical Evaluation, the bidder must secure at least 75% marks in aggregate. The bidders securing 75% and above marks in aggregate only will be qualify for financial bid opening.

d] ITI reserves the right to lower the qualification marks of 75% if the number of such post qualified bidders is less than two, the ITI may in its sole discretion post qualify the bidder[s] whose technical score is less than 75 marks but is more than 60 marks.

6.6: Under QCBS, the Technical proposal will be allotted weightage of 70% while the financial proposal will be allotted weightage of 30%

6.6.1 Proposals with the lowest cost may be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their place.

6.6.2: The total score, both Technical and financial, shall be obtained by weighting the quality and cost scores and adding them up. The proposed weightage for quality and cost shall be specified in the RFP.

6.7: FOR ARRIVING TECHNICAL EVALUATION:

If a bidder has secured 80 marks out of 100 marks in technical evaluation as per the above, his technical evaluation value shall be 56 [80 x70%]

6.7.1 EVALUATION OF FINANCIAL BID:

6.7.1.1 The financial bids of all the technically qualified Bidders shall be opened on the appointed date and time in presence of the qualified bidders/their authorised representatives, who choose to be present at the time of opening of the financial bids.

6.7.1.2: Absence of bidder or their authorised representative shall not impair the legality of the process.

6.7.1.3: On financial evaluation, the shortlisted bidders will be given total score which will be determined as under:

a] 70% weight age will be given to Technical score.

b] 30% weight age will be given to Financial score.

6.7.1.4: Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the Lowest bidder to claim that he is successful in the bidding process.

The successful bidder [L-1] shall be decided only after following due procedure as explained in para -7.

7.0 COMBINED AND FINAL EVALUATION:

7.1 The proposal of the post qualified bidder[s] during the process of valuation of the Technical bid will finally be ranked according to the total score [Technical score + Financial score]

7.2 Formula for determining the financial scores:

$S_f = 100 \times F_m / F$ in which S_f is the financial score

F_m is the Lowest bid value

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F is the price quoted by the respective bidders.

Combined total score: $[S] = [St \times 0.7] + [Sf \times 0.3] = St$ is Technical score

HIGHEST POINTS BASIS: On the basis of the combined weighted score for quality and cost, the consultant shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1, followed by the proposals securing lesser marks as H-2, H-3, etc, the proposal securing the highest combined marks as ranked H-1, will be invited for negotiations, if require and shall be recommended for award of contract.

EXAMPLE: In a response to tender 3 proposals were received, A, B, C. The Technical evaluation committee awarded them 75, 80, and 90 marks respectively. The minimum marks were 75, all the three proposals were therefore found qualified. And financial bids were opened after notifying the date and time of bid opening to the successful participants. The price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

Proposal	Evaluated cost
A	Rs. 120
B	Rs. 100
C	Rs. 110

Using the formula LEC/EC where LEC stands for lowest evaluated cost and EC stands for evaluated cost, the committee gave them the following points for financial proposals

A:	100/120	83 points
B	100/100	100 Points
C	100/110	91 points

In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and financial score as under:

Proposal A	$75 \times 0.70 + 83 \times 0.30$	=	77.4 points
Proposal B:	$80 \times 0.70 + 100 \times 0.30$	=	86.0 Points
Proposal C :	$90 \times 0.70 + 91 \times 0.30$	=	90.3 Points

The three proposals in the combined technical and financial evaluation were ranked as under:

Proposal A :	77.4 Points	H-3
Proposal B:	86.0 Points	H-2
Proposal C	90.3 Points:	H-1

The Proposal C at the evaluated cost of Rs 110 was, therefore a declared as winner and recommended for negotiations/ approval to the competent authority.

7.3: The bidders ranking shall be arranged depending on the marks obtained by each of the bidders both in Technical and Financial evaluation.

7.4: The bidder meeting the minimum eligibility criteria and with the highest marks/Rank [i., e the total of technical evaluated marks and financial evaluation marks] shall be deemed as the successful bidder and shall be considered eligible L-1 bidder for further process.

8.0 Confidentiality

Information relating to the evaluation of tenders and recommendations concerning awards shall not be disclosed to the Architect firms/Consultants who submitted the tender or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its tender and may be debarred from participating

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**GENERAL CONDITIONS OF CONTRACTS
FOR
CIVIL ENGINEERING WORKS- SUB HEAD-SELECTION OF CONSULTANT**

1.0 DEFINITION AND INTERPRETATIONS:

1.1 Definition:

1.1.1 GENERAL:

In these general conditions of the 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 & Corporate office at ITI Bhavan, Dooravaninagar, Bengaluru 560 016 in the state of Karnataka and includes a duly authorized representative of the Company or any other person empowered on their behalf by the Company to discharge all or any of its function.

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 CONSULTANT 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 DEPUTY GENERAL MANAGER (DGM):

Deputy 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.

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1.1.9 CONSULTANT:

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

1.1.10 CONTRACT:

The 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 bidders, 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 CONSULTANT 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, completion or maintenance of the works or temporary works (as hereinafter 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 LETTER OF ACCEPTANCE:

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

1.1.19 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.

1.1.20 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 CONSULTANT for the entire execution and full completion of the work.

1.1.21 WORK ORDER:

'Work Order' shall mean the order in writing by the Engineer, intimating the CONSULTANT 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.

1.1.22 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 subsequently agreed agreements thereto.

1.1.23 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 subsequently agreed agreements thereto.

1.1.24 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.

1.1.25 ACCEPTING AUTHORITY:

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

1.1.26 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 context.

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 CONSULTANT. The contract documents are complementary, and what is called for by anyone 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 by or property inferable from any heading or class of the specifications shall not be supplied by the Company to the CONSULTANT 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 CONSULTANT shall conform 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 CONSULTANT 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 CONSULTANT INTENSE 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 CONSULTANT:

The CONSULTANT 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 CONSULTANT if delivered to the CONSULTANT 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 CONSULTANT 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 the Company shall be occupied by the CONSULTANT without the permission of the Company. The CONSULTANT shall not use or to be used, the site for any purpose other than that of executing the works.

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2.6 ASSIGNMENT OR SUBLETTING OF CONTRACT:

The CONSULTANT shall not assign or sublet the contract or any part thereof or allow any person to become interested therein 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 CONSULTANT or his agent shall not be deemed to be subletting under this clause. The permitted sub-letting of work by the CONSULTANT could not establish any contractual relationship between the sub-CONSULTANT and the Company and shall not relieve the CONSULTANT of any responsibility under the contract.

2.7 REPRESENTATIVE ON WORKS:

The CONSULTANT 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 CONSULTANT before absenting himself, the CONSULTANT shall furnish the name and address of his agent for the purpose of his clause failure on the part of the CONSULTANT shall render him liable for the consequences mentioned hereafter.

2.8 INDEMNITY AND CHARGES:

2.8.1 INDEMNITY AND CHARGES PAYABLE:

The CONSULTANT 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 CONSULTANT, his agents or employees in the execution of the work or in regarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to use of the Company without references to the actual loss or damage sustained and whether or not damage shall have been sustained.

2.8.2 PATENT RIGHT:

The CONSULTANT 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 CONSULTANT shall immediately be notified thereof for taking necessary action provided that the payment of indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by the Company, but the CONSULTANT shall pay any royalties payable in respect of any such use.

2.8.3 OCTROI AND OTHER DUTIES: [Taxes and Duties]

All charges on account or 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 consultant.

The Contract price is inclusive of all taxes, duties, cess and statutory levies payable under any law by the CONSULTANT in connection with the execution of the contract.

The consultant shall comply with all applicable provision of Goods and Service Tax[GST] levied by the Union Government and State Government[CGST]. The CONSULTANT shall get himself registered and discharge his obligation for payment of taxes, filing 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 consultants 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 charge basis, the amount of tax deposited by ITI Ltd would be considered as paid to the CONSULTANT and accordingly the price payable to the CONSULTANT 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 CONSULTANT.

2.8.4 ROYALTIES: Deleted

2.8.5 EARNEST MONEY AND SECURITY DEPOSITS:

2.8.5.1 THE EARNEST MONEY, PERFORMANCE GUARANTEE AND SECURITY DEPOSITS:

- a. EMD: The CONSULTANT shall deposit along with the tender, an amount as specified in the NIT in the form of a Demand Draft (D.D) / Pay Order drawn in favour of M/s ITI Limited, Network Systems Unit payable at Bangalore.
- b. The bid will be rejected by ITI Ltd. as non-responsive and shall not be considered in case EMD is not received in physical form.
- c. The EMD of bidders other than L-1 will be returned as soon as the issue of the work order to L-1.
- d. The EMD of the successful bidder will be released after the consultant has furnished the required acceptable performance guarantee of 5% value of work order and acceptance of the same by the Company.
- e. **EMD 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 bidder during the validity of the tender.
 - 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 furnish the required performance guarantee or fails to commence the work within the stipulated time period prescribed in the contract.
- f. **PERFORMANCE GUARANTEE:** The successful bidder/CONSULTANT shall provide to the employer a total performance security of five percent [05%] of the Contract price covering initially the time period of completion of construction work plus 60 days within 15 days after issue of Letter of acceptance but before signing the

contract, a performance security of five percent of Contract price shall be submitted by successful bidder to ITI. In case the time for completion of work gets extended, the CONSULTANT shall get the validity of performance Guarantee extended to cover such extended time for completion of work.

Security Deposit: The total amount of security deposit submitted by the CONSULTANT shall be 10% of the total value of the contract, in which 5% payable from the CONSULTANT as Performance guarantee remaining 5% will be recovered from the gross value of work done from each running bill. The security 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 from the security deposit such compensations and dues as may be payable by the CONSULTANT under the contract and the appropriation will be made good by the further deduction from the CONSULTANT's subsequent interim bills in the same manner as aforesaid until the security deposit is restored to its full limit mentioned above.

REFUND OF SECURITY DEPOSIT: Further, the consultant has to furnish No Claim Certificate to ITI at the time of claiming the refund of Security Deposit.

The security 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

2.8.5.2 INTEREST ON ACCOUNTS:

No interest will be payable on the Earnest money or the security deposit or amount payable to the CONSULTANT under the contract.

2.9 TIME LIMITATION:

2.9.1 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 CONSULTANT 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 CONSULTANT 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.

2.9.2 DELAY AND EXTENSION OF TIME:

If the CONSULTANT 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 CONSULTANT 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 CONSULTANT'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.

2.9.3 EXTENSION OF TIME ON COMPANY ACCOUNT:

In the event of any failure or delay by the Company to hand over the CONSULTANT 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 entitle the CONSULTANT 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 CONSULTANT.

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

The time for completing the works or portions where of by their respect dates or extended dates fixed for their completion shall be deemed to be the essence of the contract, and if the CONSULTANT shall fail to complete the work within the time prescribed, the Company shall if satisfied that the works can be completed by the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANTS and in the event of failure on the part of the CONSULTANT to complete the works within 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 CONSULTANT's 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 CONSULTANT 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.

2.10 ILLEGAL GRATIFICATION:

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the CONSULTANT 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 CONSULTANT to the recession of the contract and all other contracts with Company and to the payment of any loss or damage resulting from such rescission, and the Company shall be entitled to deduct the amounts so payable from any money due to the CONSULTANT under the contract or any other contracts with the Company.

2.11 EVERYTHING AT CONSULTANT'S RISK:

- 2.11.1** The CONSULTANT 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 the 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, subsoil and quantities of water to be pumped, discharged of watercourses, Rains traffic delays and any other causes of whatsoever nature whether within or beyond CONSULTANT'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 CONSULTANT at his own risk and costs.

2.11.2 INSURANCE OF WORK:

Unless otherwise instructed by the accepting authority the CONSULTANT 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 CONSULTANT 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 CONSULTANT or of any Sub- CONSULTANT or Employee. The CONSULTANT 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 CONSULTANT ensuring 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 CONSULTANT. The CONSULTANT 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 CONSULTANT in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as the Engineer may deem fit.

3.0 EXECUTION of WORKS:

3.1 CONSULTANT's Understanding:

3.1.1 It is understood and agreed that the CONSULTANT 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 CONSULTANT 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 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 Consultant/successful bidder, signed by both the parties and shall adhere to.

- a. Time allowed for carrying out all the works as entered in the tender shall be as mentioned in the BOQ which shall be reckoned from the 15th day from date of issue of the work order to the Consultant. Time shall be the essence of the contract and consultant shall ensure the completion of the entire work within the stipulated time of completion.

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- b. The Consultant 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 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.
- c. Consultant 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 CONSULTANT 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.
- d. During the currency of the work the consultant is expected to adhere to the time schedule on milestone and total completion and this adherence will be part of Consultant performance under the contract. During the execution of the work, consultant is expected to participate in the review and updating of the Network/BAR Chart undertaken by ITI Ltd. These reviews 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 CONSULTANT 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 CONSULTANT 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 an extension of time to the CONSULTANT.
- e. The consultant 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 Consultant 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 the last day of every month indicating the 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

- 1. Force Majeure or
- 2. Abnormally bad weather or
- 3. Serious loss or damaged by fire, or,
- 4. Civil commotion, the local commotion of workmen, strike, or lockout, affecting any of the trades employed on the work or
- 5. Delay in part of other CONSULTANTS or tradesmen engaged by Engineer – in – charge in executing work not forming part of the contract or

6. any other cause which, in the absolute discretion of the ITI is beyond the CONSULTANTs control then upon the happening of any such event causing delay, the CONSULTANT shall immediately give notice thereof in writing to the authority but shall nevertheless use constantly his best endeavours 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 CONSULTANT shall execute without delay all orders given by the Engineer from time to time but the CONSULTANT 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 CONSULTANT 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 CONSULTANT shall have no right to be entrusted with the execution of such works which may be carried out by another CONSULTANT or CONSULTANTs 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 CONSULTANT shall afford such other CONSULTANTs 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 CONSULTANT's work depends for proper results upon execution of the work of another CONSULTANT, the CONSULTANT 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 CONSULTANT's failure to inspect and report shall constitute acceptance of other CONSULTANT's work as fit and proper for the reception of his work, except as to defects which may develop in the other CONSULTANT's works after the execution of his work.

3.3 INSTRUCTION OF THE ENGINEER'S REPRESENTATIVE:

- 3.3.1 Any instruction or approval given by the Engineer's representative to the CONSULTANT in connection with the works shall bind the CONSULTANT 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 CONSULTANT 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 thereupon 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 CONSULTANT 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 Company.

3.1.2.1 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 CONSULTANT 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 CONSULTANT after discovery by him of such discrepancy, error, omission, or ambiguity, without authorization by the Engineer will be entirely at the CONSULTANT's risk and cost.

3.1.2.2 Any work for which no specifications or drawings have been prescribed or issued by the Company shall be carried out by the CONSULTANT in all respect in accordance with the instructions and requirement of the Engineer.

3.1.2.3 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 CONSULTANT, shall be submitted by the CONSULTANT 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 CONSULTANT 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.

3.1.2.4 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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

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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 CONSULTANT from performing such omitted or misdescribed details or work, and they shall be performed as if fully and correctly set forth and described on the drawings. In case of conflict between the specifications and the drawings, the specification shall govern.

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

3.4.1.7 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.

3.4.2 COMPLIANCE WITH CONSULTANTS AND REQUEST FOR DETAILS:

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

3.4.3 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 CONSULTANT) to **the Deputy General Manager 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 CONSULTANT shall not carry out any work on holidays and between sunset and sunrise without the previous permission of the engineer in writing.

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

The CONSULTANT 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 CONSULTANT, 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 CONSULTANT 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 charged to the CONSULTANT. The Company shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in

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anticipation of legal proceedings being instituted consequent on the action or default of the CONSULTANT, to take such steps as may be considered necessary or desirable to word off or mitigate the effect of such proceeding, charging to the CONSULTANT, as aforesaid any sum or sums of 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 CONSULTANT..

3.7 PROVISION OF EFFICIENT AND COMPETENT STAFF:

The CONSULTANT 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 CONSULTANT shall at once remove from the works any agent, permitted sub-CONSULTANT, 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT to the Company to rescind the CONSULTANT under clause 8.3 of these conditions.

3.8 DELETED

3.9 SUSPENSION OF WORKS:

3.9.1 The CONSULTANT 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 for the opinion of the Engineer.

3.9.2 If such suspension is provided for in the contract

OR

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

OR

3.9.4 Necessary for the safety of the works or any part thereof, the CONSULTANT 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 CONSULTANT 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 CONSULTANT to his employees during the periods of

such suspensions. CONSULTANT shall not resume work or part of work so suspended by the Engineer without a written order from the Engineer to that effect.

3.9.5 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 CONSULTANT 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 CONSULTANT 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.

3.10 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 shall be deemed to include and cover superintendence and Labour, supply, all the materials supplied for the work or other duties or expenses for which the CONSULTANT 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.

3.11 RATES FOR EXTRA ITEMS:

If any items of work carried out by the CONSULTANT 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 a 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT commences the work or incur any expenditure before determination of the rate(s) hereinbefore mentioned, then in such case the CONSULTANT 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 CONSULTANT shall suspend the work on the plea of non-settlement of rates for items falling under this clause.

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 CONSULTANT. 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 CONSULTANT 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 CONSULTANT 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 therefor shall be calculated in accordance with the accepted schedule of rates and for extra items of works at the rates determined under the **clause 3.12 of these** conditions.

4.2.3 ADDITIONAL WORKS: If required consultant shall have to execute additional works to the extent of 25% of the accepted contract sum. No adjustment of rates shall be made upto this limit and terms and conditions of the contract shall remain unaltered,

5.0 CLAIMS:

5.1 MONTHLY SETTLEMENT OF CLAIMS:

5.1.1 The CONSULTANT 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 CONSULTANT 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 THE SIGNING OF 'NO-CLAIMS' CERTIFICATE:

The CONSULTANT 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 CONSULTANT, 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 CONSULTANT shall submit the bills in quadruplicate on the prescribed form(s) of the Company. For "On Account" payment, the bill shall be submitted by the CONSULTANT periodically depending on the progress of work at the 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 **5% 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 taken as the actual and correct quantities of the work to be executed by the CONSULTANT in fulfilment of his obligations under the contract.

6.2 MEASUREMENTS OF WORKS:

The CONSULTANT 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 till the work have been completed and certifications of completion given as specified.

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 rupee shall be reckoned as one rupee.

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

'On Account' payments made to the CONSULTANT 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 CONSULTANT) 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.

6.4 CERTIFICATE OF COMPLETION OF WORK:

6.4.1 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.

6.4.2 CESSATION OF COMPANY'S LIABILITY:

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

6.4.3 UNFULFILLED OBLIGATIONS:

Notwithstanding the issue of the Maintenance Certificate the CONSULTANT or/and (subject to **clause 6.4.2**) the Company shall remain liable for the fulfilment of any obligations incurred under the provisions of the CONSULTANT 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.

6.5 PAYMENT:

6.5.1 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 CONSULTANT up to the date of completion and on the accepted schedule of rates and for extra works on rates determined under **clause 3.11** of these conditions shall be paid to the CONSULTANT subject always to any deductions which may be made under these payments and further subject to the CONSULTANT having delivered to the engineer either a full account in detail of all claims he may have on the Company in respect of the works having delivered a 'No Claim' certificate and to the Engineer having after the receipt of such account given a certificate in writing that such claims are correct, that the whole of the works to be done under the provisions of the contract have been completed, that they have been inspected by him since their completion and found to be in good substantial order, that all properties works and things removed, disturbed or injured in consequence of the works, have been properly replaced and made good and all expenses and demands incurred by or made upon the Company for or in the respect of damage or loss by, from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.

6.5.1.1 FINAL BILL:

The final bill shall be submitted by the CONSULTANT 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.

6.5.2 REFUND OF SECURITY DEPOSIT:

The security deposit shall be refunded to the CONSULTANT on the Engineer-in-Charge certifying in writing that the work has been completed as per **Conditions 6.4.1** hereof and after submission of the " **As-built drawings and completion certificate**". The security deposit will be refunded after the payment of the final bill and on receipt of a written request from the CONSULTANT for the same.

6.6 COMPANY'S LIEN ON ALL MONEY 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 CONSULTANT under these presents and/or also on and over the deposit

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or security amount or amounts made under the contract and which may become repayable to the CONSULTANT 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 CONSULTANT 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 CONSULTANT.

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 CONSULTANT or alleged to have been done by him under the contract and such recovery will be made by the Company from the CONSULTANT by any or all of the methods presented above. If on the other hand any underpayment is discovered the amount shall be duly paid to the CONSULTANT 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 CONSULTANT pays and clear the claims of the Company immediately on demand, the said debt or sum by the CONSULTANT from the money, securities or deposit which may have become or will become payable to the CONSULTANT or under these presents or under any other contract or transactions whatsoever between the CONSULTANT and the Company.

6.7 SIGNATURE ON RECEIPTS FOR AMOUNTS:

Every receipts for moneys which may become payable or for any security which may become transferable to the CONSULTANT, 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 CONSULTANTs 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 CONSULTANT partners during the tendency of contract, it is hereby expressly agreed that every receipt by any one of the surviving CONSULTANT 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 CONSULTANTs 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 CONSULTANT partners and of the representatives of any deceased CONSULTANT partner.

7.0 LABOUR:

7.1 WAGES TO LABOUR:

The CONSULTANT shall comply with the provisions of the minimum wages act, (hereinafter 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 CONSULTANT for the purpose of carrying out this contract.

If, in compliance with terms of the contract, the CONSULTANT 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 CONSULTANT 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 CONSULTANT.

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 money shall be payable to the Company by the CONSULTANT. On failure by the CONSULTANT 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.

7.2 INSURANCE:

The CONSULTANT 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 CONSULTANT 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 CONSULTANT further agrees to ensure the compliance of all sub-CONSULTANTS with the applications of the said Act. The CONSULTANT 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 CONSULTANT or sub-CONSULTANTS 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 subdivisions thereof. The Company shall retain such sums as may be necessary from the total contract value until the CONSULTANT 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 CONSULTANT shall comply with the provisions of the payment of wages Act and the rules made thereunder in respect of all employees employed by him on the works. If in compliance with the terms of the contract the CONSULTANT 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 CONSULTANT and any moneys which may be ordered to be paid by the Company shall be payable to the Company by the CONSULTANT. On failure of the CONSULTANT 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 CONSULTANT (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 CONSULTANT.

7.4 WORKMEN'S COMPENSATION:

7.4.1 PROVISION OF WORKMEN'S COMPENSATION ACT:

- i) Insurance shall be effected for all the CONSULTANT's Employees engaged in the performance of this contract. If any of the work is sublet, the CONSULTANT shall require the sub CONSULTANT to provide workmen's compensation and Employee Liability Insurance for the latter's employees unless such employees are covered under the CONSULTANT's insurance, or by reason of the work provided for by this contract whether brought by employees of the CONSULTANT 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 CONSULTANT in executing work the Company will recover from the CONSULTANT 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 CONSULTANT, 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 CONSULTANT and upon his giving to Company full security for all costs for which Company might become liable in consequence of contesting such claim.

7.4.2 COMPLIANCE TO RULES FOR EMPLOYMENT OF LABOUR:

The CONSULTANT/Consultant 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.

7.4.3 PRESERVATION OF PEACE:

The CONSULTANT shall take requisite precautions and use his best endeavours to prevent any riotous or unlawful behaviour 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 neighbourhood 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 CONSULTANT and if paid by the Company shall be recoverable from the CONSULTANT.

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

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

8.0 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 CONSULTANT 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 thereof shall be conclusive evidence thereof and binding upon the CONSULTANT.

8.2 PAYMENT ON DETERMINATION CONTRACT BY COMPANY:

Should the contract be determined **under clause 8.1** and the CONSULTANT 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 CONSULTANT 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 CONSULTANT should –

8.3.1.1 Become bankrupt or insolvent

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 3.7 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 of Contract** conditions.

Or

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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 the Company.

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

- a) To carry out whole or part of the work from which the CONSULTANT 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 CONSULTANT has been removed and to get it completed by another CONSULTANT.

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 the 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 CONSULTANT 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 CONSULTANTS, if the works had been carried out by the CONSULTANT under the terms of the contract, such certificate being final and binding upon the CONSULTANT, 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 CONSULTANT by the Company under this or any other CONSULTANT 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 CONSULTANT 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 CONSULTANT.

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 CONSULTANT 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 CONSULTANT 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 whereof and the CONSULTANT 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 ought to have been executed, and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the CONSULTANT 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 CONSULTANT 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 of rescission of the contract been reasonably earned by or would reasonably accrue to the CONSULTANT in respect of the work than 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT, shall upon demand, pay to the Company the amount of such excess and it shall be deemed a debit by the CONSULTANT to the Company and shall be recoverable accordingly.

8.3.3 TERMINATION OF CONTRACT FOR DEATH:

If the CONSULTANT is an individual or a proprietary concern and the individual or the proprietor dies and if the CONSULTANT is a partnership concern and one of the partner dies then unless the Company is satisfied that the legal representative of the individual CONSULTANT 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

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of the deceased CONSULTANT and/or to the surviving partners of the CONSULTANT's firm on account of the cancellation of the contract. The decision of the Company that the legal representative of the deceased CONSULTANT or the surviving partners of the CONSULTANT'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 CONSULTANT and/or the surviving partners of the CONSULTANT's firm liable for damages for not completing the contract.

8.4 EMPLOYMENT OF APPRENTICES:

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

9.0 SETTLEMENT OF DISPUTES:

9.1 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 CONSULTANT 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 hereinafter as accepted matters shall be final and binding upon the CONSULTANT and shall not be set aside or be attempted to be set aside on account of any informality, omission, delay or error in proceeding in about the same or any other ground or for other reason and shall be without appeal.

9.2 DEMAND FOR ARBITRATION:

9.2.1 If the CONSULTANT 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 CONSULTANT 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 within 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 CONSULTANT 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.

9.2.2 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.

9.2.3 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 accepting authority and if the accepting authority is unable or unwilling to act, to the sole arbitration of some other person appointed by the accepting authority. 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, the 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 the 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 accepting authority, 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 the dispute is Rs. 50,000/- (Rupees fifty thousand) and above, the arbitrator shall give the reason for the award. It is also terms of this contract that the venue of the arbitration shall be Corporate Office of ITI Limited, Dooravaninagr, Bengaluru, 560016.

It is the 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 CONSULTANT(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 CONSULTANTS 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 extend the time for making and publishing the award.

Subject as aforesaid the provisions of the Arbitration Act 1996 with latest amendments or any statutory modification or re-enactment thereof & the rules made thereunder & 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 jurisdictions.

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 CONSULTANT and the Company.

SPECIAL CONDITIONS OF CONTRACT:

Scope of works:

1. Preparation of Preliminary drawings like site plan, layout plan, Section, Elevations of buildings services and fixing plinth levels of buildings and other structures based on ground /existing data, taking into consideration of the topography, drainage considerations, existing external services and other requirements [Data to be furnished by ITI] taking into account the site constraints and to be submitted for approval of the same by Army.
2. When once the layout of preliminary drawing is approved by the Army, Preparation of good for construction drawings, detailed structural analysis and design using computer programmes like STADD/SAP etc., and preparation of detailed structural drawings in Auto CAD, duly proof checked from the Any Government Body /IIT. And the same is to be submitted to Army for approval.
3. The SBC of the soil and layout of each site, study of other requirements for the design of foundation for superstructure of buildings & Tower which will be furnished by ITI and the design will be made by the consultants on the above basis. They will visit the site if required to ascertain details at their own cost. The Consultant should get the information on the types of foundations, Roof, and types of materials used for the construction at each sites before preparation of estimates and drawings.
4. Preparation of detailed design, drawings, for all internal and External Services, i.e Electrical distribution, Water supply, Sewerage disposal Firefighting and roads and paths.
5. Preparation of bill of quantities, detailed estimates adopting CPWD schedule of rates wherever applicable. For the item of work not available in CPWD schedule, market rates may be adopted. The detailed rate analysis is to be made available for such items with latest CPWD Delhi Analysis of Rates and for items in the estimate not covered in DSR, necessary supporting quotation obtained from the Market for justification of tender.
6. Preparation of Tender documents like NIT, BOQ documents etc. for the call of tenders for the execution of works. The BOQs shall be prepared under the following Subheads so that separate tenders can be called for works in these subheads if necessary.
 - a. Civil and Plumbing works
 - b. Electrical works.
 - c. Firefighting.
 - d. LT Electrical distribution.
 - e. External developments like drainage, landscape, roads and paths, electrical substation etc. complete with instructions to bidders, articles of agreement, special conditions, Conditions of Contract, articles of agreement, schedule of quantities, time and progress chart.
 - f. Tower foundation
7. Assist ITI Ltd in preparation of justification of tenders based on the prevailing market rates at sites.
8. Issue of clarifications, details etc. on the drawings and bid documents as and when requested by ITI Ltd.

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- a. All the items mentioned above are to be completed within two weeks from the date of approval of preliminary drawings from the Army and also designs of each site for which drawings are to be finalised by Army
- 9. Presence in periodical project review meetings as and when needed. No extra cost shall be paid for the same.
- 10. All drawings shall be prepared in Auto CAD using Revit software (Architectural / Structural / MEP) and the soft copies should be submitted to ITI Ltd for approval. The drawings shall be submitted in an editable format and not in PDF form.
- 11. It may be specifically noted that all “Good for construction” drawings and details including MEP, finishes and services connected with the project should be made available at the time of call of tenders for fixing the agency for executing the work. Detailed „Good for construction” structural drawings should be submitted with clarity on detailing of joints of structural elements including bar bending schedule.
- 12. No changes shall be made in the various drawings during the course of execution unless specifically desired, in writing, by ITI Ltd.
 - a. The suggestions/Changes suggested by ITI shall be duly incorporated in drawings before they are released for execution.
- 13. Preparation and submission of **“As-built” drawings** for the building and MEP services after completion of works for submission to Army for taking over of the buildings.
- 14. Any other details not mentioned above but required for satisfactory completion of the project.
- 15. **DELIVERABLES**
 - a. Preliminary drawings for approval from the user.
 - b. Design Basis report for Structural design for foundation and roof [Structural/ Load bearing] and all MEP services in the building. Approval of the design of structure to be obtained from the Approved institutions IIT/Govt. Eng. Colleges for submissions to Army. [Incorporations of suggestions of IIT/Govt. Engg. Colleges in the design]
 - c. Detailed drawings for the structure and MEP services.
 - d. Detailed estimate for the building and MEP services.
 - e. Preparation and submission of adequate no. of Tender documents with BOQ for the building and MEP services. [MEP-Means Mechanical, Electrical, Plumbing services] for tendering purposes within two weeks from the date of approval of preliminary drawings. Preparation and submissions of detailed working drawings, structural architectural layout and other detailed drawings Bar bending schedules shall be submitted within four [4] weeks from the date of submission of tender drawings/documents. However, any special details required during execution shall be furnished immediately as and when required to keep the pace of progress of works.
 - i. All working drawings and details shall be submitted in 5 sets dully stamped as “Approved for Executions” or “Good for Constructions” one reproducible drawing of all working drawings to enable ITI Ltd to take additional prints if required for buildings

- ii. Consultant should also give five [5] sets of Architecturally finished drawings/Perspective/ 3D view of all buildings/structures proposed for construction for display before the commencement of civil works.
- f. The consultant should accept full responsibility for the structural soundness of the design and other details furnished by them. The consultants should also agree to compensate ITI for any loss or damage caused to ITI by reasons of any defect or deficiencies in the design/details furnished by them or by reason of ambiguity or lack of clarity in tender documents.
- g. In the event of the consultant failing to perform their duties or obligations as consultants in any manner in time and satisfactorily, they shall compensate ITI for any loss or damage or expenses that the Company may incur on account of such breach or non-fulfilment by the consultant's designs Drawings Specifications Instructions on the part of the consultant.
- h. **The Consultant should setup his liaison office at N S Unit, ITI Bangalore and also at New Delhi**

1] Man power requirement at Bengaluru are as below:

- I] Civil Engineer –BE/ME 01 [Min.5 years' experience]
- II] Auto Cad Operator- 01 [Min 8 Years' experience]
- III] Structural Engineer-ME 01 [Min. 5 years' experience]
- IV] Electrical Engineer- BE- 01 [Min 5 years' experience].

with full-fledged office establishment for coordination with NS Unit officials at Bengaluru, Delhi and with our client. Space for establishing office at Bengaluru only will be provided by ITI free of cost.

2] Man Power requirement at New Delhi are as below:

- I] Civil Engineer BE/ME 01 [With 8 years' experience]
- II] Auto CAD operator 01[With Minimum experience of 5 years]

i] The Consultant shall submit Monthly Progress report and Quarterly Progress report.

j] PROOF CHECKING OF STRUCTURAL DESIGNS:

The Consultant shall get the design proof checked through any IIT or Government engg. Colleges. The consultant shall carry out any corrections/modifications as suggested by the said agency. The suggestions of proof checking agency shall be binding on the consultant.

- k]. During planning stage, the Architects/Representatives shall visit ITI for finalization of plan, quantity estimate, rate analysis, and tender documents or for any other purpose in connection with the work as required by the ITI.
- l]. Site visit as required by a Senior Consulting Engineer who involved in the design work.
Minimum 2 [two]visits per site
 - (i) Once Before plinth level.
 - (ii) 2nd time in between roof casting to finishing stage of building.

16. Additional conditions

- i. Five sets of "As-built" drawings for the building and all MEP services with soft copy. And Consultant should furnish 5 sets of approved design calculations for reference and records of ITI.
- j. The Architect whose bid is accepted shall comply with the provisions of all Acts, Statutes, Rules, Regulations etc. of the Central and State Government/ Local body and applicable codes as the case may be and as may be applicable in this case and if necessary get himself duly registered as required by the said Acts, Statutes, Rules, Regulations etc.
- k. All taxes, duties which are to be deducted as per Govt. Rules shall be deducted from the bills.
- l. The Consultant shall design the building in accordance with good Engineering Practice incorporating functional and efficient Architectural and Engineering design conforming to the latest Indian Standard Codes/National Building Code-2015 of practices and specifications, energy-saving measures etc.
- m. The Consultant should furnish all the required information such as detailed estimate, "Good for construction" Architectural drawings, structural drawings etc. of the project before tenders are invited and not in stages, during the progress of the work.

The amount quoted shall be all-inclusive and nothing extra towards travel and stay or any other claim is payable.

Assist ITI in Arbitration/Litigation case[s] that may arise out of the contract entered into, in respect of above work, regarding clarification/interpretations, the supply of drawings, designs, specifications, as and when required. The consultant role will be limited to these clarifications only and unless specifically required by the Arbitrator/Court he shall not be required to participate in actual arbitration/litigation proceedings.

n. Additions Alterations and Variations:

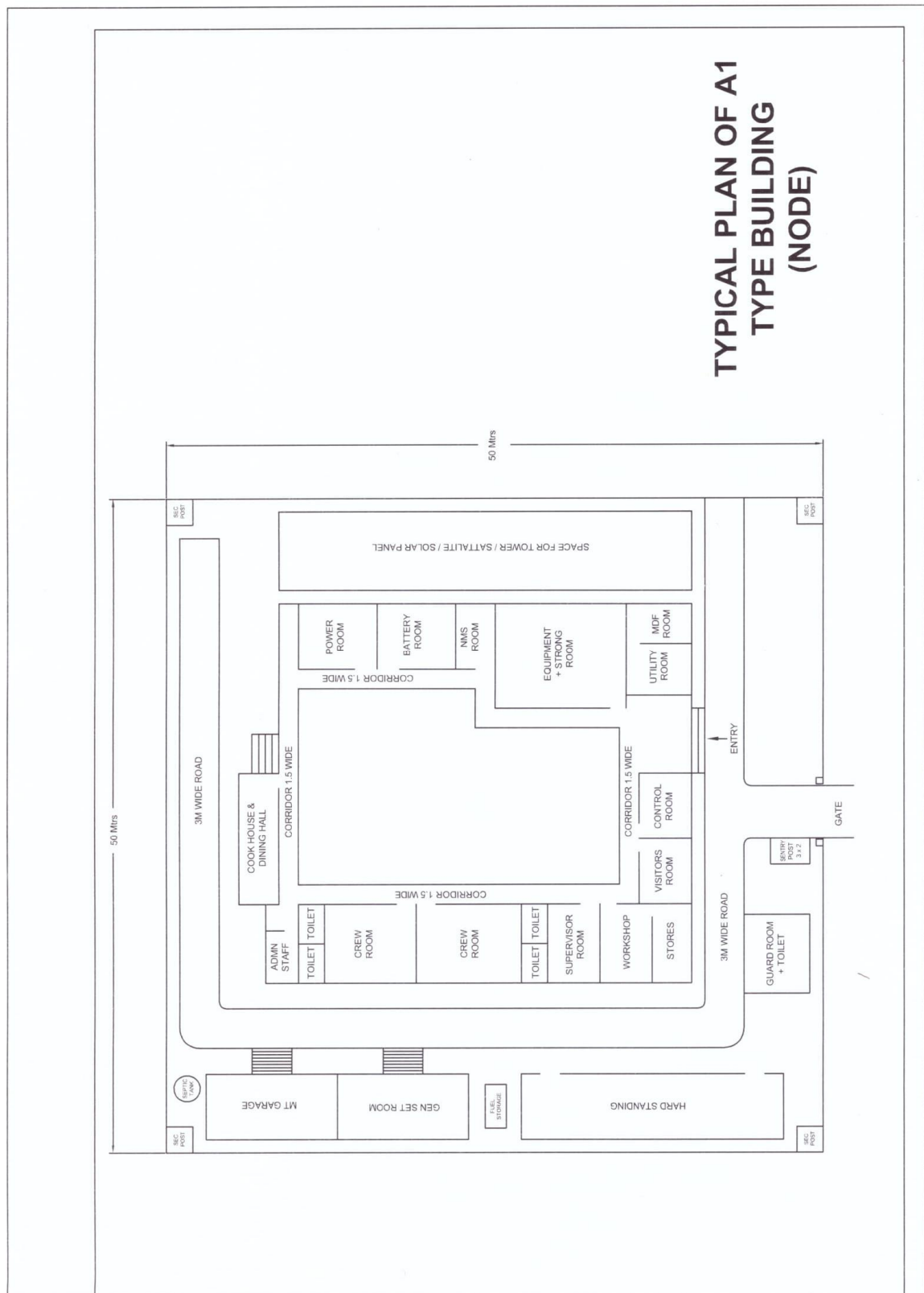
- i. ITI shall have the right to request in writing for additions alterations, modifications or deletion in the design and drawings of any part of the work and to request in writing for additional work in connection therewith and the consultants shall comply with such request without any extra cost. No. extra payment shall be made to the Consultant by ITI on account of such additions and alterations as enumerated above, provided the total built-up area remains same.
- ii. The consultant shall not make any material deviation alteration, addition to or omission from the work except without first obtaining the written consent of ITI Ltd.

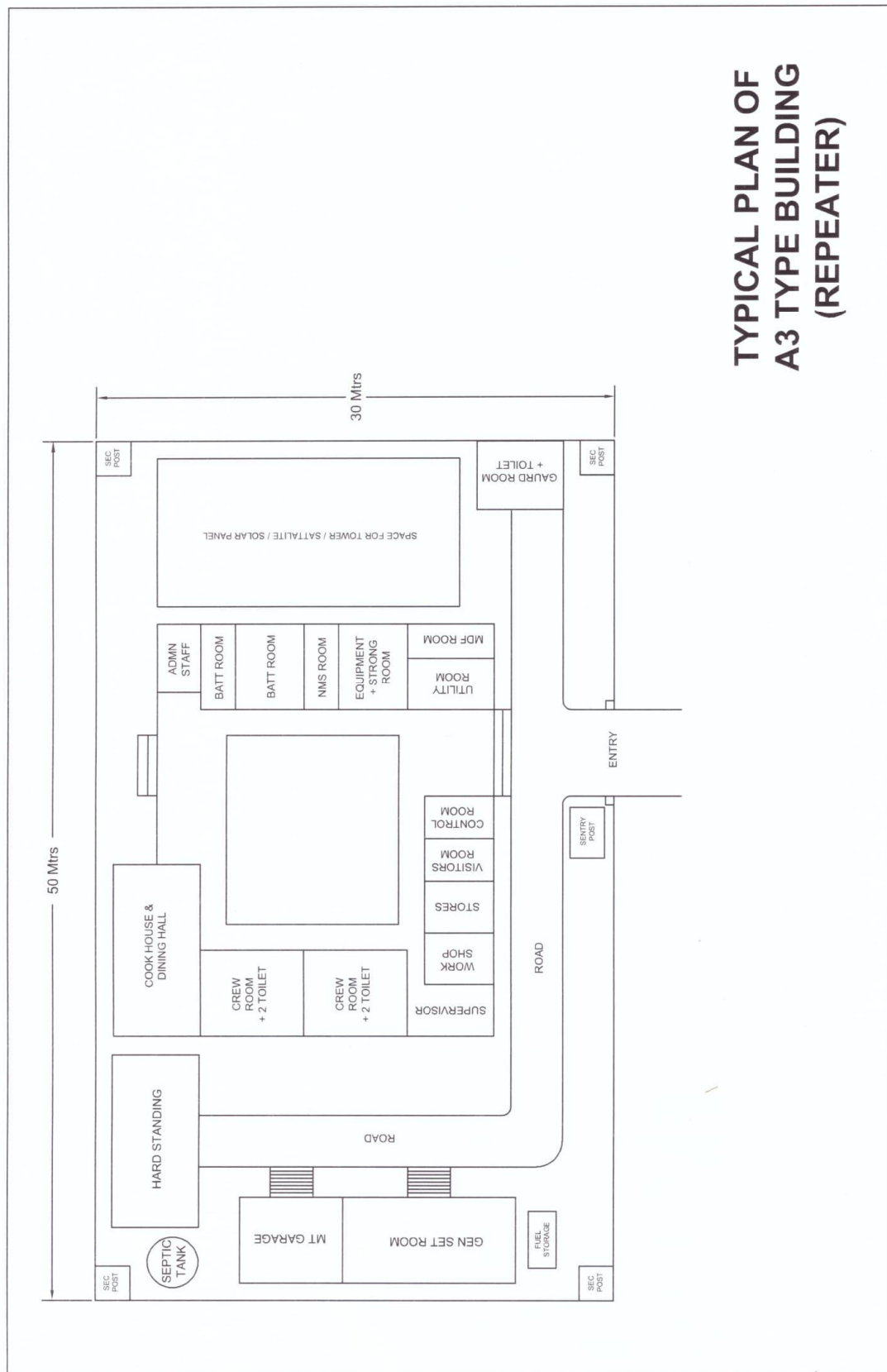
Signature of the bidder

TENTATIVE FLOOR AREA IN SQ.. MTRS. FOR THE VARIOUS TYPES OF CIVIL CONSTRUCTION PLANNED						
Sl.No.	Rooms	A1	A2	A3	A4	B
1	Site / Plot Area	2500	2000	1500	1500	--
2	Utility room	20.00	15.00	12.00	10.00	0.00
3	MDF	15.00	10.00	8.00	6.00	15.00
4	Equipment Room + Strong Room	80.00	50.00	20.00	0.00	30.00
5	NMS Room	15.00	0.00	10.00	0.00	0.00
6	Battery Room	35.00	30.00	20.00	0.00	15.00
7	Power Room	30.00	20.00	10.00	0.00	0.00
8	Admin Staff	10.00	0.00	10.00	0.00	0.00
9	Supervisor Room	20.00	0.00	15.00	0.00	80.00
10	Work Shops	24.00	15.00	12.00	0.00	0.00
11	Stores	18.00	15.00	12.00	0.00	0.00
12	Visitor Room with Toilet	20.00	0.00	10.00	0.00	0.00
13	Control Room + Toilet	20.00	10.00	10.00	0.00	0.00
14	Corridor 1.50 meter wide	80.00	0.00	40.00	0.00	0.00
	Sub Total	387.00	165.00	189.00	16.00	140.00
14	Living room with toilet	0.00	0.00	0.00	50.00	0.00
15	Cook house + Dining hall	30.00	18.00	50.00	0.00	18.00
16	Crew Room with 02 toilets	60.00	60.00	30.00	0.00	0.00
17	Crew Room with 02 toilets	60.00	0.00	30.00	0.00	0.00
18	Guard Room toilet	30.00	34.00	20.00	0.00	0.00
19	Sentry post at gate	6.00	6.00	6.00	0.00	0.00
	Sub Total	186.00	118.00	136.00	50.00	18.00
20	MT Garage	50.00	40.00	30.00	0.00	0.00
21	Gen Set room	50.00	50.00	50.00	30.00	0.00
22	Vehicle Parking	0.00	0.00	0.00	50.00	0.00
	Sub Total	100.00	90.00	80.00	80.00	0.00
	Grand Total	673.00	373.00	405.00	146.00	158.00
23	Hard Standing	100.00	0.00	50.00	0.00	0.00

Note: Also cater for Fuel storage capacity - 300 liters, 3.75-meter-wide bituminous road of 200 metre length approximate, No. of person using Admin Room - 02, Crew Room - 06, Sentry Post - 02, Approximate length of boundary wall/fencing 200 metres, arboriculture area 25% of total sital area. **NOC** area is about 500Sq.mtrs

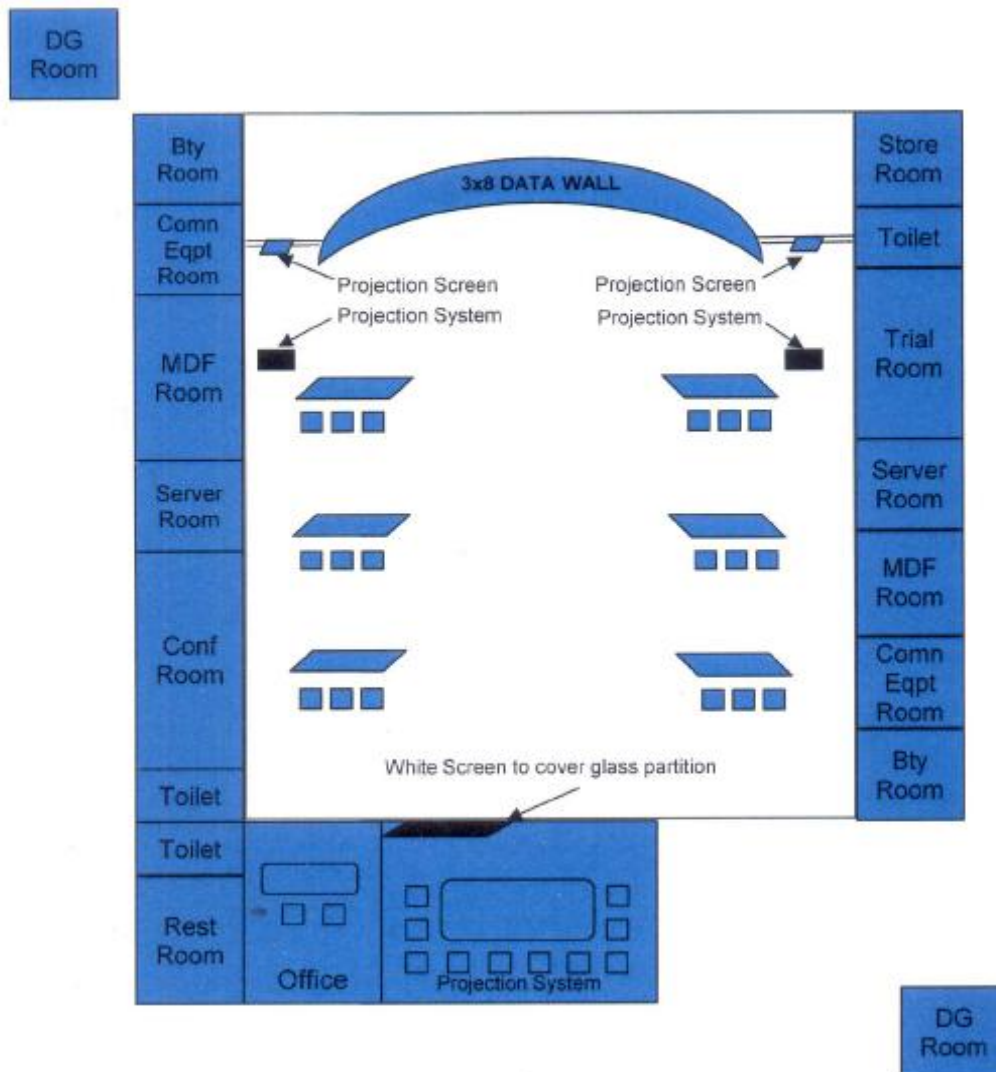
Preliminary sketches for the above are enclosed which are only tentative and likely to vary. This data to be considered by the bidder only for getting an idea of the scope of work involved.



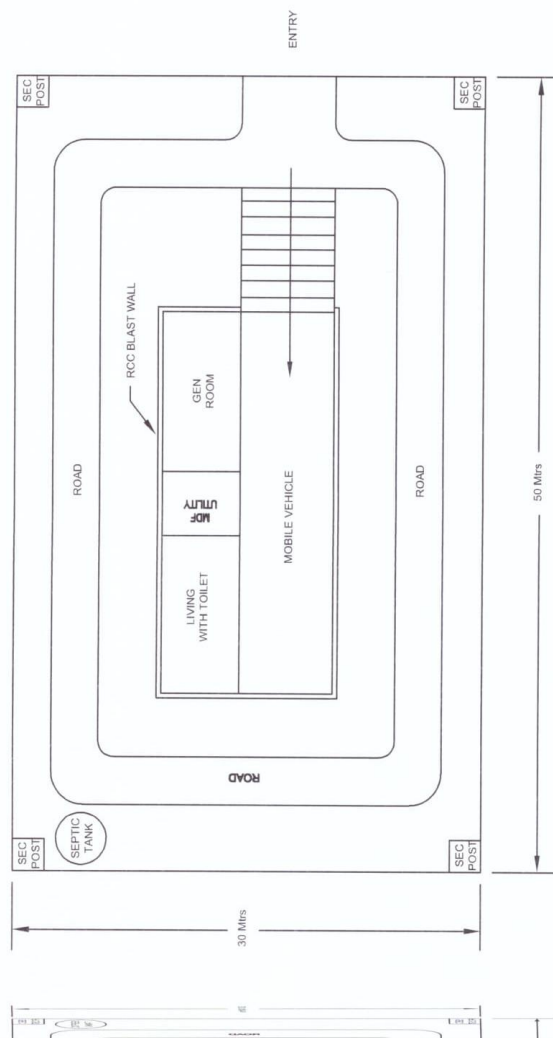


**TYPICAL PLAN OF
A3 TYPE BUILDING
(REPEATER)**

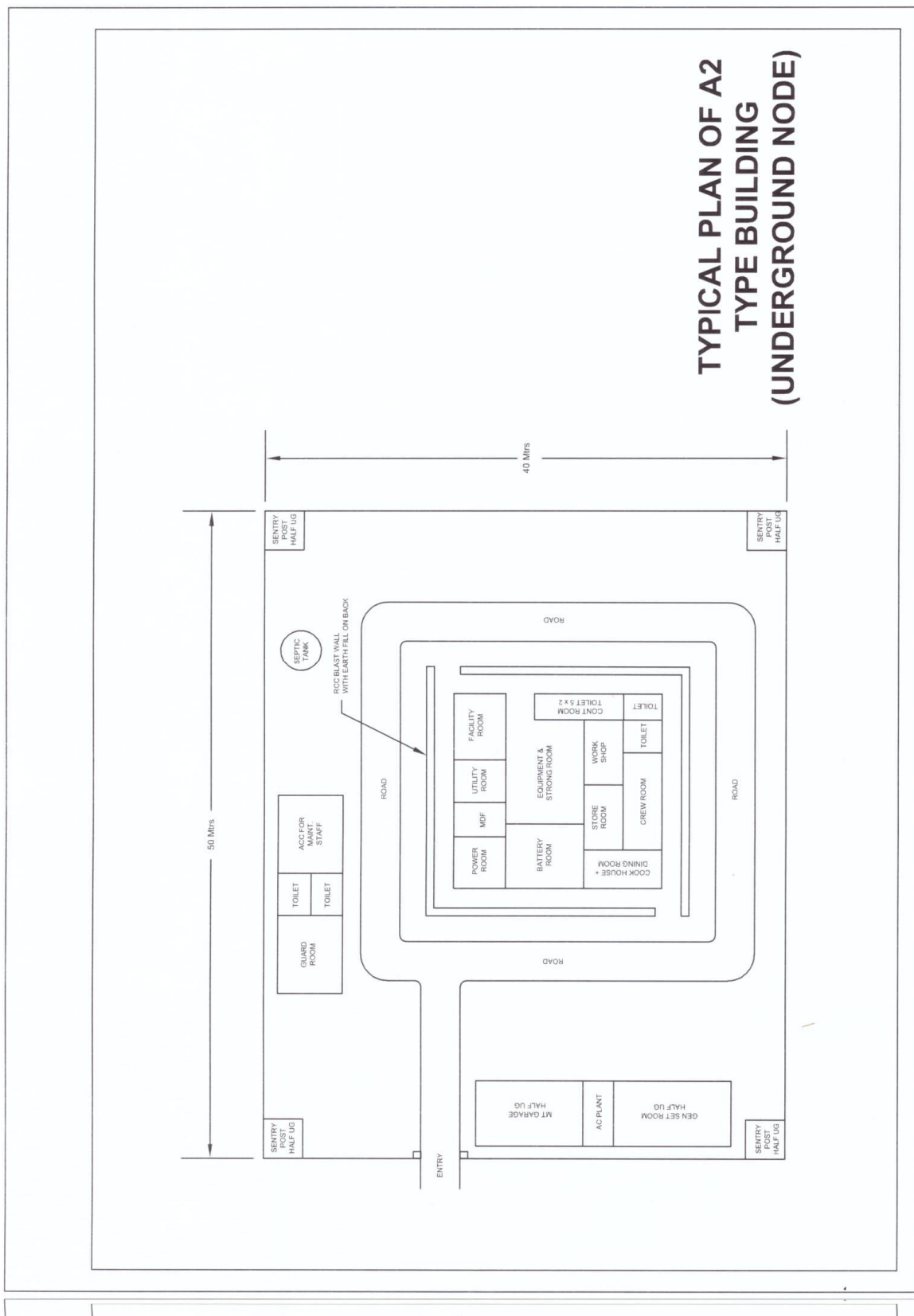
LAYOUT OF NETWORK OPERATIONS CENTRE



Area of NOC 500Sqm.



**TYPICAL PLAN OF A4 TYPE BUILDING
(PARTIALLY UNDERGROUND MOBILE
NODE)**



**TYPICAL PLAN OF A2
TYPE BUILDING
(UNDERGROUND NODE)**

PAYMENT SCHEDULE

The Architectural services shall be rendered in five stages and payments made accordingly:

Stage-1: On finalisation/approval of design and drawings of each building site [up to roof drawings] – **25%**

Stage-2: On finalisation of tender and award of work to Civil contractors for each site- **-20%**

Stage-3: On completion of roof work of each site and finalisation and approval balance drawings. - **25% of each site**

Stage-4: On completion of all civil works-.**20% of each**

Stage-5: On Submission of As-built drawings along with handing over documents of sites as per the requirements of client - **10% of each site**

INDEX OF ANNEXURES

1	Acceptance of Tender conditions	Annexure-I
2	Integrity pact	Annexure-II
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6	Details of work completed for the last five years.	Annexure-VI
7	Details of ongoing works	Annexure-VII
8	Work experience certificate from clients	Annexure-VIII
9	Annual turnover	Annexure-IX
10	Proforma of BG in lieu of performance security	Annexure-X
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12	Format on the Non-disclosure agreement with Appendix -A	Annexure-XII
13	Declaration of bidder	Annexure-XIII
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15	CHECK LIST	
16	PRICE BID	Annexure-XV

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,

Deputy General Manager-Civil
NS Unit, F-100
ITI Limited.
Bangalore-560 016

Sub: Consultancy Services for Structural / Architectural Design for Civil Works – Tender No.
.....

1. This has reference to 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 its entirety for the above work.
2. I/we are eligible to submit the bid for the subject tender and I/We are in possession of 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. Annexures
 - g. 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 bidder]

With rubber stamp

Dated.

PRE CONTRACT INTEGRITY PACT

Purchase enquiry/order No. NSU/Civil/ASC-4/Consultant/002/073 Dated: 19-06-2020

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 CONSULTANT(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 of fairness/ transparency in its relations with its Bidder(s)/ CONSULTANT(s).

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

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

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

SECTION 1 – COMMITMENTS OF THE PRINCIPAL

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

- a. No employee of the Principal, personally or through family members, will in connection with the tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the 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 in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- 1.2** If the Principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Act or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition, can initiate disciplinary action as per its internal laid down Rules/ Regulations.

SECTION 2 – COMMITMENTS OF THE BIDDER/CONSULTANT

- 2.1** The Bidder(s)/CONSULTANT(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 during the execution of the contract.
- a. The bidder(s)/CONSULTANT(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The bidder(s)/CONSULTANT(s) will not enter with other bidders/CONSULTANTS into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The bidder(s)/CONSULTANT(s) will not commit any offence under IPC/PC Act, further the bidder(s)/CONSULTANT(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)/CONSULTANT(s) of the foreign origin shall disclose the name and address of the agents/representatives in India if any. Similarly, the Bidder(s)/CONSULTANT(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

- e. The Bidder(s)/CONSULTANT(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. The Bidder(s)/CONSULTANT(s) will not bring any outside influence and Govt bodies directly or indirectly on the bidding process in furtherance to his bid.
- g. The Bidder(s)/CONSULTANT(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

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

- 3.1** If the Bidder(s)/CONSULTANT(s), during tender process or before the award of the contract or during execution has committed a transgression in violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify Bidder(s)/ CONSULTANT(s) from the tender process.
- 3.2** If the Bidder(s)/CONSULTANT(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)/CONSULTANT(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.
- 3.3** The Bidder(s)/CONSULTANT(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.
- 3.4** A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that on the basis of facts available there are no material doubts.
- 3.5** The decision of the Principal to the effect that breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ CONSULTANT(s) shall be final and binding on the Bidder(s)/ CONSULTANT(s), however the Bidder(s)/ CONSULTANT(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)/ CONSULTANT(s) shall not be entitled for any compensation on this account.

- 3.7** subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/ CONSULTANT(s) could be revoked by the Principal if the Bidder(s)/ CONSULTANT(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)/ CONSULTANT(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)/ CONSULTANT(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)/CONSULTANT(s) from the tender process prior to the award according to Section 3 the Principal is entitled to forfeit the Earnest Money Deposit/Bid Security/ or demand and recover the damages equitant to Earnest Money Deposit/Bid Security apart from any other legal that may have accrued to the Principal.
- 5.2** In addition to 5.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to the termination of Contract due to CONSULTANT default. In such a case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the CONSULTANT 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/CONSULTANTS

- 6.1** The Principal will enter into Integrity Pact on all identical terms with all bidders and CONSULTANTS for identical cases.
- 6.2** The Bidder(s)/CONSULTANT(s) undertakes to get this Pact signed by its sub-CONSULTANT(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)/CONSULTANT(s) shall be responsible for any violation(s) of the provisions laid down in the Integrity Pact Agreement by any of its sub-CONSULTANTS/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)/ CONSULTANT(S)

- 7.1** If the Principal receives any information of conduct of a Bidder(s)/CONSULTANT(s) or sub-CONSULTANT/sub-vendor/associates of the Bidder(s)/CONSULTANT(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)/CONSULTANT(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)/CONSULTANT(s). The Bidder(s)/CONSULTANT(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)/CONSULTANT(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)/CONSULTANT(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 Venugopal K. Nair, IPS (retd.)
P-1, Waterford Apartment
Pt. Kuruppan Road, Thevara
Kochi – 682 013, KERALA

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

SECTION 9 – FACILITATION OF INVESTIGATION

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

SECTION 10 – LAW AND JURISDICTION

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

SECTION 11 – PACT DURATION

- 11.1** This Pact begins when both the parties have legally signed it. It expires after 12 months on completion of the warranty/guarantee period of the project/work awarded, to the fullest satisfaction of the Principal.
- 11.2** If the Bidder(s)/CONSULTANT(s) is unsuccessful, the Pact will automatically become invalid after three months on the evidence of failure on the part of the Bidder(s)/CONSULTANT(s).
- 11.3** If any claim is lodged/made during the validity of the Pact, the same shall be binding and continue to be valid despite the lapse of the Pact unless it is discharged/determined by the Chairman and Managing Director of the Principal.

SECTION 12 – OTHER PROVISIONS

- 12.1** This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate Office of the Principal at Bengaluru.
- 12.2** Changes and supplements, as well as termination notices, need to be made in writing by both the parties. Side agreements have not been made.
- 12.3** If the Bidder(s)/CONSULTANT(s) or a partnership, the pact must be signed by all consortium members and partners.
- 12.4** Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 12.3** Any disputes/ difference arising between the parties with regard to the term of this Pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.
- 12.4** The action stipulates in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

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

Signature of the bidder
Page 69 of 88

For PRINCIPAL

.....
(Name & Designation)

Witness

1)

2)

For BIDDER(S)/CONSULTANT(S)

.....
(Name & Designation)

Witness

1).....

2).....

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/sHaving its Head Office/Regd. Office at
2. That the information/documents/Experience certificates submitted by M/salong 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 authority(ies). 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 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 organisations. If this information is found incorrect, ITI Ltd at its discretion may disqualify /reject /termination the bid contract and forfeit the EMD.
8. The person who has signed the tender documents is our authorised representative. The Company is responsible for all of his acts and omissions in the tender.

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

DEPONENT

ATTESTED BY (NOTARY PUBLIC)

FORMATS PART OF TECHNICAL PROPOSAL

GENERAL INFORMATION

1	Name of the consulting firm/Company	
2	Address of the Company	
3	Contact person Telephone no. E-mail Fax Mob.no	
4	Type of organization Individual firm Company Firm in partnership	
5	Place and year of incorporation	
6	Details of registration/membership with council of architects [enclose copy of the same]	
7	Name of the Directors/partners	
8	Name of the authorized person to deal with ITI Ltd	
9	Please indicate the details of arbitration/Legal proceeding last five years of your agency. If your agency have not any arbitration proceedings in last five years then mentioned "NO" in your letter heads and if your agency has any arbitration proceedings then mention details on your agency letter head	

ANNEXURE-V**ORGANISATION SET UP OF THE COMPANY.**

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

Signature of bidder with Seal

ANNEXURE-VI**DETAILS OF THE WORK COMPLETED DURING THE LAST 5 YEARS**

Sl.No.	Name of work	Scope of services	Value of Construction	Date of start/compl etion	Name and address of the client	Value of TDS in case of private work	Remarks

NOTE:

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

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

Signature of bidder with Seal

ANNEXURE-VII**DETAILS OF ONGOING WORKS**

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

NOTE:

- (1)** The scope of services means whether the consultancy job included completed architectural planning and drawings, preparation of estimate or any other allied services [Please specify]
- (2)** 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

Name of the Clients with Address, E-mail and Phone Nos.

PROFORMA FOR WORK EXPERIENCE CERTIFICATE FROM CLIENTS,

Name of Consultant:

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	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 behaviour	

Date, Name, & Designation,

Signature with Seal of the Issuing Authority

Signature of the bidder
Page **76** of **88**

ANNEXURE-IX.

TURN OVER FOR LAST THREE YEARS.

Sl.no.	Financial year	Turnover	Average of three years
1	2016-17		
2	2017-18		
3	2018-19		
		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

ITI LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)

PROFORMA OF BANK GUARANTEE (PERFORMANCE)
(Judicial Stamp paper Stamp Act - paper of appropriate value as the 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 Architect / Consultant 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 Architect / Consultant firm to furnish a bank guarantee for RS (RUPERS.....} Being 5% of the total value of the contract for proper execution and due fulfilment of the terms and conditions contained in the contract.

We, the Bank, (hereinafter called the "Bank") do hereby unconditionally and irrevocably undertake to pay to ITI Ltd. immediately on demand in writing and 'without protest/or demur all moneys payable by the Architect / Consultant firm 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. by reason of any breach by the Architect / Consultant firm 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 NBCC 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.

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 time for performance of contract by the Architect / Consultant 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 Architect / Consultant 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 by reason of any such variations or extension being granted to the Architect / Consultant firm or for any forbearance, actor omission on the part of ITI Ltd. or any indulgence by ITI to the Architect/Consultant firm or by any such matter or thing whatsoever, which under the law relating to the sureties would, but for this provision, have 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 in relation to the performance of the works/equipment and the Company shall have full recourse 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 Architect / Consultant 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 Architect / Consultant firm, but shall in all respects and for all purposes be binding and operative until payment of all 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 Architect / Consultant firm (whether or not pending before any Arbitrator, Tribunal or Court) or any denial of liability by the Architect / Consultant 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 ofat

For and on behalf of Bank

WITNESS.

1.

2.

PROFORMA OF AGREEMENT

An AGREEMENT made this day the.....
 Between M/s
 (hereinafter called the "CONSULTANT") of the first part and M/s ITI LIMITED,
 (Hereinafter called the "COMPANY") of the second part.

Whereas the Consultant 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 as amended and the drawings, general conditions, special conditions, specifications, bill of and schedule hereto annexed according to the terms, obligations and conditions therein 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 CONSULTANT covenant and agree with the COMPANY that the CONSULTANT 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 CONSULTANT 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 limitof months from the date stipulated in the work order, the CONSULTANT 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 COSULTANT, that it will pay to the CONTSULTANT at the several times and in the sums, proportions and manner in

Signature of the bidder

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 CONSULTANTS hereby covenant with the COMPANY that in the event of the non-fulfilment in any respect by the CONSULTANTS 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-fulfilment by the CONSULTANTS.
4. If the CONSULTANTS 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 Deputy General Manager (Civil) or any officer of the COMPANY so authorized may, without prejudice to the right of the COMPANY to recover from the CONSULTANTS 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 CONSULTANTS without prior notice and get the balance work executed through some other agencies and held the CONSULTANTS liable for all the losses and expenses incurred by the COMPANY. The decision of the Deputy General Manager (Civil) is final with regard to the satisfactory performance of the contract and is binding on both the parties.
5. In the event of any disputes arising in connection with this contract, it is further agreed that such disputes shall be referred to the sole arbitrator as per the arbitration clause in the general terms and conditions of the contract.
6. The following documents are deemed to form part and parcel of the agreement viz., the tender dated and letter nodated..... the general terms and conditions, special conditions, the specifications, the priced bill of quantities, the schedule of rates and prices, and the drawings mentioned in the specifications, acceptance letter no datedall of which for the purposes of identification have been signed by theon the behalf of the COMPANY, and on behalf of acceptance and all letters referred therein will also form a part of this agreement.
7. This agreement further witnesseth that the CONSULTANTS are responsible for any accident or other compensation payable to the workman employed by the working under the control of CONSULTANTS 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 CONSULTANTS.

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

For ITI LIMITED, For

PROPRIETOR

Witness:

Witness:

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

Place:

Date:

Signature of the bidder

ITI LTD.

(A Government of India Enterprise)

Network Systems Unit, Dooravaninagar

BENGALURU – 560 016.

NON-DISCLOSURE AGREEMENT

This Agreement is made on _____ day of _____ 2018 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 Selection of Consultant works and M/s _____ is one of the Bidders. The Bidder will be issued 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 pertaining to 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 pertaining to 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 own 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 have 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 CONSULTANTS with a need to know; provided that by doing so, the Bidder agrees to bind those consultants and

Signature of the bidder

CONSULTANTS 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 for the purpose of providing 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 pertaining to this project Within 15 days of outcome of the tender and/or shall destroy all hard / soft copy/(ies) of the information pertaining to 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 pertaining to 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 and all other rights and remedies available at law or in equity for such a breach.
7. The Bidder's failure to enforce any provision, right or remedy under this agreement shall not constitute waiver of such provision, right or remedy.
8. This Agreement will be construed in, interpreted and applied in accordance with the laws of India.
9. This Agreement and [APPENDIX- A](#) attached hereto constitute the entire agreement with respect to the Bidder's obligations in connection with information disclosed hereunder.
10. The Bidder shall not assign this Agreement without first securing ITI LIMITED's written consent.
11. This agreement will remain in effect for ten years from the date of the last disclosure of confidential information, at which time it will terminate unless extended by ITI LIMITED in writing.

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

M/s _____

ITI LIMITED

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Signed

Signed

Signature of the bidder

BUSINESS PURPOSE:

CONSULTANCY SERVICES FOR STRUCTURAL / ARCHITECTURAL DESIGN OF CIVIL WORKS

Confidential Information of ITI LIMITED

- 1.1. Tender document for selection of Design Consultant for Civil Works
- 1.2. The technical specifications / bill of material for "selection of consultant"
- 1.3. Details of locations, Drawings, specifications. Etc.,
- 1.4. All information shared in oral or in written by ITI LIMITED with
M/s._____.

For ITI LIMITED

For M/s._____

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

DECLARATION OF BIDDERS

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 time schedule for completion of works.
2. I/We further agree to sign an agreement, bind to abide by the general conditions of contract and to carry out all works according to the specifications laid down in the tender papers. I/We hereby pay the earnest money ofby demand draft/banker's cheque. I/We bind myself/ ourselves to deposit the security deposit [Performance security] as prescribed within 15 days after receiving the notice that the contract has been awarded to me/us failing which I/We have no objection to the forfeiture of the earnest money in full; otherwise the said earnest money shall be retained by the said Company towards security deposit as specified in the conditions. I/We further bind myself /ourselves to execute the contract document and to commence the work with 15 days after issue of the work order in writing as aforesaid failing I/We agree to the Company forfeiting the earnest money and security deposit deposited with them. The accepting authority shall also be at liberty to cancel the acceptance of the tender, if I/We fail 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 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 6 months[180days]** from the date of opening of the tender.

Date:

Signature of bidder
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:

Signature of the bidder

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 on **or after –10-06-2020 from** the original last date of the submission of the tender.

CHECK LIST FOR THE SUBMISSION OF TENDER:

Whether the following documents are enclosed:

1	Documents in support of submission of cost of tender document	Yes	No.	Page No.
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	Bank Solvency certificate issued on or after 10-06-2020			
8	Work completion certificate during the last five years			
9	Organization set up of the Company [as per annexure]			
10	Details of ongoing work			
11	Signed Integrity Pact			
12	Any Litigation History			
13	All the pages of tender documents signed			
14	Signed non-disclosure agreement with Appendix-A			
15	Separate Price Bid			

Note: Bidder has to take a notice of above points and check mark Yes /No with page nos where the annexures are enclosed in the Tender submitted. The checklist shall be placed in the technical bid.

PART II**PRICE BID - BILL OF QUANTITIES****(RATES TO BE QUOTED IN LUMPSUM AGAINST EACH TYPE OF BUILDING)**

Description of Work	Type of Building	Unit	Quantity (No. of Buildings)	Unit Rate in Rupees	Amount in Rupees
Consultancy charges for planning, structural /architectural design, proof check of design by approved institution, preparation of drawings for execution, preparation of BoQ, estimate and tender documents for each site, rate analysis and justification of L-1 tender, As-built drawings, handing over documents etc. as per detailed special conditions of contract. Note: Consultant to establish one office at Bengaluru and another one at New Delhi for liaison with clients (refer Page No 53/88 for details of man power to be deployed) .	A 1	Each	40		
	A 2	Each	50		
	A 3	Each	47		
	A 4	Each	46		
	B	Each	51		
	NOC [Building for Network Operation Centre]	Each	01		
Site visit as required by a Senior Consulting Engineer involved in the design work. Minimum 2 visits per site 1] From excavation to plinth level 2] After roof casting to finishing of bldg. [Lump sum amount to be quoted for each building for consultation / inspection visits two times during construction]	All	Each	235		
TOTAL (Excluding GST which will be paid separately)					

(Rupees in Words only)

Signature of the bidder

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