



**ITI LIMITED**

(A Govt. of India Undertaking)

**Network Systems Unit**

Dooravaninagar Bangalore – 560 016

**TENDER DOCUMENT**

**Tender No: ESG/ASCON/NSU/AMC/Tower Painting/Tender/19-20/01 dated 16.04.2019**

**Tender for Microwave Tower Painting and Related Works  
(For Ministry of Defence)**

The fee for this Tender Document is Rs. 1500.00  
(Rupees One Thousand Five Hundred Only) non refundable

The Tenders will be received up to 11:00 hrs. and opened on the same date i.e. **30.04.2019**  
**at 11:30 hrs** at:

The Office of the Additional General Manager (A),  
ESG (ASCON), C/o. HQ 5 Signal Group,  
NH – 8, Opp. HQ Western Air Command  
Delhi Cantt. – 110 010

Seal and Signature of the Tenderer

## CONTENTS

<u>Sl. No.</u>	<u>Description</u>	<u>Page No.</u>
1.	<i>Part – I General Tender notice</i>	<i>NIT1....NIT4</i>
2.	<i>Part – II General Terms and Conditions</i>	<i>GCC1....GCC10</i>
3.	<i>Part – III Special Terms and Conditions</i>	<i>SCC1....SCC2</i>
4.	<i>Part – IV Specification for painting of M/W structural Towers</i>	<i>SP1.....SP2</i>
5.	<i>Schedule of items &amp; Quantities</i>	<i>P1 .....P3</i>
6.	<i>Appendix - A Performa of Agreement</i>	<i>A1.....A2</i>
7.	<i>Appendix - B Declaration of Tenderers</i>	<i>B1.....B2</i>
8.	<i>Appendix - C Non disclosure Agreement</i>	<i>C1.....C3</i>
9.	<i>Appendix – D Integrity Pact</i>	<i>D1 .....D4</i>

## PART - I

### **GENERAL TENDER NOTICE**

1. Item rate tenders in sealed covers are invited on behalf of ITI LIMITED, NS Unit from eligible contractors for executing the following works in accordance with the General terms and conditions, special terms & conditions, specifications of Tower Painting works, schedule of items and rates etc. as detailed in the tender documents:

**NAME OF WORK:** Painting of M/W towers, application of one coat of zinc chromate primer followed by 2 coats of synthetic enamel painting, supply of required painting material conforming to IS specifications complete in all respects as per PART-IV of this document.

Group No.	Location	Tower height (Mtrs)	Time for Completion	Weight of Tower (MT)	Estimated Cost (In Rs)	EMD (Rs.)	Remarks
A	Chirai	100	3 Months	94.527	1145810	23000	
	DKD	60		40.115			
	Chordia	100		94.52			
	<b>Total Weight</b>			<b>229.162</b>			
B	Nachna	100	3 Months	96.275	1374425	27500	
	Sanu	70		51.398			
	Sangar	100		95.121			
	Badloo	50		32.091			
	<b>Total Weight</b>			<b>274.885</b>			
C	Charanwasi	100	3 Months	104.144	1303955	26100	
	Mainawali	100		104.41			
	Nanuwalikothi	70		52.237			
	<b>Total Weight</b>			<b>260.791</b>			
D	RS Pura	100	3 Months	95.934	1481350	29700	
	Lunkaransar	100		96.047			
	Chanibari	100		104.289			
	<b>Total Weight</b>			<b>296.27</b>			
E	Tibri	80	3 Months	75.959	614190	12300	
	Kasauli	30		14.963			
	Wazur(JT2)	30		9.824			
	Singhpura	50		22.092			
	<b>Total Weight</b>			<b>122.838</b>			

Seal and Signature of the Tenderer

**2. (a) Tender in the prescribed forms should be placed in sealed cover with the name of work and Group super scribed thereon and to be deposited in the "Tender Box" kept in the office of The Additional General Manager (A), ITI Ltd., ESG (ASCON), C/o. HQ 5 Signal Group, NH – 8, Opp. HQ Western Air Command Delhi Cantt. – 110 010.**

Technical bid and financial bid should be submitted separately in sealed envelopes and then enclose both in a single bigger envelope with the name of the Group clearly written. Tenders received late shall not be entertained.

(b) Tender shall be deposited in person. Tender sent by post / courier will not be accepted.

**3. The sealed tenders will be opened in the presence of intending tenderers or their authorized representatives at the above venue i.e. Office of Additional General Manager (A), ITI LIMITED, NS Unit, ESG, C/o 5 Signal Group, NH-8, Opp Western Air Command, C/o 56 APO Delhi Cantt-110010 at 1130 Hrs. on 30.04.2019.**

**4. Tender documents shall be filled in and submitted in original. The tender as submitted shall consist of the following:**

a) Complete set of tender documents in original as sold, duly filled & signed by the tenderer on each page of the tender documents as a token of having accepted its contents.

b) Power of attorney in the case of authorized representative having signed the tender.

c) The full name, address of the tenderer and of the authorized agent delivering the tender shall be written on the bottom left and corner of the sealed cover.

**d) The bidders must pay earnest money separately for each Group. The earnest money shall be deposited in the shape of demand draft in favour of ITI LIMITED, NS Unit, payable at New Delhi. Tender without earnest money will be summarily rejected.**

5. The bidders shall quote rates (inclusive of GST) both in figures as well as in the words. In case the tenderer has quoted two different rates in word and figures, the lower of the two will be considered valid and binding on the tenderer. All corrections and alterations made in the entries by tenderer must be attested with their full signatures and date. Erasures and over writing is not permissible and may disqualify the tenderer.

6. All signatures in the tender documents shall be dated and all pages of the sections of the tender documents shall be signed at the lower right hand corner or signed wherever required in the tender paper by the tenderer or his authorised representatives.

7. The acceptance of the tender will rest with the accepting authority who does not bind himself to accept the lowest or any tender and reserves the right to reject any or all the tenders without assigning any reason thereof.

8. a) The tender in which any of the particulars and prescribed information is missing or are incomplete in any respect, are liable to be rejected.

b) Canvassing of any kind is strictly prohibited and the tender submitted by the tenderer who resort to canvassing is liable to be rejected.

c) Tenders containing uncalled for remarks or any conditions are liable for rejection.

d) No page of the Tender document shall be removed or altered and the whole set as mentioned thereof, must be submitted after being duly filled in and signed. Failure to comply with these instructions may result in the rejection of the tender.

*Contd. . . NIT 3*

Seal and Signature of the Tenderer

**9 (a) Single rate for all locations within the Group is required to be quoted, no partial quote of any Group will be accepted.** ITI Limited reserves the right to restrict the number of Groups to be awarded to a bidder keeping in view the time schedule and exigency of the work and on the basis of previous track record of works with ITI Limited.

**(b) The Company also reserves the right to distribute the work among more than one contractor in the same group at L-1 rates. The tenderers should specifically state in case he is not willing to accept a part of the work in the same group.**

10. Before tendering, bidders are advised to visit the site (with prior arrangements with the officer issuing the tenders) and inspect the site of work and its environment, and be well acquainted with the condition in regard to accessibility of site, nature and extent of ground working conditions including stacking and disposal of materials/debris, installation of T&P, conditions affecting accommodation and movement of labour etc. required for the satisfactory execution of the work contract and to quote his rates accordingly after taking all the factors into account. It shall be deemed that the tenderer has visited site whether he actually does it or not and have taken all aforesaid factors into account while quoting his rates and no claims whatsoever shall be entertained on this account at a later date.
11. The successful bidders shall be required to (i) execute an agreement on a stamp paper of Rs 100/- in duplicate in the proforma at Appendix 'A' and (ii) formally nominate his authorised representative(s), to be present at the site for day to day execution of the work and to receive instructions from the company. In the event of failure of tenderer to (i) sign the agreement and(ii) nominate his authorised representative(s) as aforesaid, within 10 days from the date of issue of the notice of acceptance of Tender, the amount of earnest money shall be forfeited by the company and acceptance of his tender shall be considered as withdrawn.
12. The tenders submitted by tenderer shall remain valid for acceptance for a period of **three months** from the date of last date for submission of tender. The tenderer shall not be entitled during the said period of three months without the consent in writing of the company to revoke or cancel his tender or to vary the tender or any terms thereof.
13. The General Tender notice, general terms and conditions, specifications of Tower Painting works and schedule of items, quantities and rates and appendix A, B, C & D shall be deemed to form part of the agreement.
14. All notice, communications, reference and complaints made by the Company or the contractor concerning the work shall be in writing and no notice, communication reference or complaint not in writing shall be recognized.
15. Words importing the singular number shall also include the plural and vice versa where the context so requires.
16. On the completion of the works the contractor shall clear away and remove from the site all constructional plant, surplus material, rubbish and temporary works of every kind and leave the whole of the site and works clean to the satisfaction of the Engineer.

*Contd. . . NIT 4*

No final payment in settlement of the accounts for the works shall be made till site clearance shall have been affected by him. In the event of his failure to comply with this provision within 7 days after receiving notice to that effect. Should it become necessary for the Engineer to have the site cleared at the expenses of the contractor's property as may be on the site and due to such removal there from, which removal may be effected by means of public sale of such materials and property or in such a way as deemed fit and convenient to the Engineer.

17. In the event of the work in the same location being allotted to more than one contractor, the tenderer quoting lowest in the initial bids will get preference over others in the allotment of area of the execution.

Similarly, the preference will apply in the order of initial bids of the tenderers. ITI LIMITED reserves the rights of making any changes in the allotment of the location during the execution of the work depending upon the performance of the contractor and requirements of the client.

18 **IMPORTANT:**

The bidders have to quote the rates in words and figures for all the items, irrespective of the quantities shown against them, failing which the tender may be summarily rejected.

19. The bidders who download the Tender document from ITI website shall have to deposit Rs. 1500/- (Rupees One Thousand Five Hundred Only) in the form of demand draft payable in favour of **ITI LIMITED, NS Unit, New Delhi**, towards the cost of the document, along with the tender. **Bidders are required to deposit tender fees for each group separately being quoted.**

20. **ELIGIBILITY CRITERIA:**

- i). **All the intending bidders should have satisfactorily completed or should be having confirmed ongoing work orders for Painting of M/W structural Towers or similar type of work for Government departments/PSUs/any Private sectors like, TATA, Reliance, Airtel etc. In this regard certificate should have been issued by Project in charge not below the rank of Divisional Engineer/Executive Engineer/Senior DSTE/Project Manager of the Private sectors. Copy of the completion certificates to be enclosed along with the tender.**
- ii). **All the bidders should submit i). The photo copy of PAN card ii) C A certified balance sheet for the last 3 years. Cumulative turnover for the last 3 financial years should be Rs. 50 lakhs or more. iii) In case of Company, memorandum and article of association and in case of partnership firm, copy of partnership deed.**

Manager (ASCON)  
ESG Delhi

## **PART – II**

### **GENERAL TERMS AND CONDITIONS OF THE CONTRACT**

#### **1. DEFINITIONS AND INTERPRETATIONS :**

##### **1. GENERAL :**

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

##### **1.1 COMPANY :**

Company shall mean ITI LIMITED, NS Unit having its registered office at Bangalore.

##### **1.2 MANAGEMENT :**

Management shall mean the officer nominated by the Company to deal with the matters pertaining to the contract.

##### **1.3 GENERAL MANAGER ( GM ) :**

The officer in Administrative charges of the project and acting as "Accepting Authority".

##### **1.4 ENGINEER IN CHARGE:** Shall mean the Additional General Manager (A), ESG or the Officer in Charge of ESG, Delhi.

**Engineer** shall mean the Project Manager, Dy. Manager, Executive Engineer, Asst.Executive Engineer or their nominees in charge of execution of the work.

##### **1.5 CONTRACTOR :**

Contractor shall mean the person, firm or company who has entered in to an agreement to execute the work.

##### **1.6 CONTRACT :**

Contract shall mean the contract document collectively, comprising agreement, General Tender notice, General terms and conditions, special terms and conditions, specifications, rates and other documents and drawings.

##### **1.7 WORKS :**

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

#### **2. GENERAL OBLIGATIONS:**

##### **2.1 SUB CONTRACTORS:**

The contractor shall not assign Sub-contract subject to the whole or any part of the works covered by the contract or any benefit thereof without the prior written approval of Company.

*Contd. . . GCC 2*

## 2.2 **ADHERENCE TO SPECIFICATION AND DRAWINGS:**

The whole of the works shall be executed in perfect conformity with the specifications and drawing of the contract. If the contractor performing any work in a manner contrary to the specifications or drawing or any of them and without such references and without approval from Engineer in writing he shall bear all the costs arising or ensuing there from and shall be responsible for all loss to the Company. In case of any misgivings in the specifications, relevant BSNL / DoT specifications shall be referred to.

## 2.3 **INSURANCE:**

Without limiting any of this other obligations or liabilities the contractor shall, at his own expenses take and keep comprehensive insurance including third party risk for the labourers, plant, machinery, materials, etc. brought to the site. The contractor shall also take out work man's compensation insurance as required by law. Any damage/accidents cause the tenure of the contract, only the tenderer is responsible and there is no liability on ITI LIMITED.

## 2.4 **QUALITY OF WORK:**

The Company and its client shall be final judge of quality of the work and the satisfaction of the standards in respect thereof set fourth in the contract documents.

## 2.5 **PROTECTION OF LIFE AND PROPERTY AND EXISTING FACILITES:**

- a) The contractor is fully responsible for talking all possible safety precautions during preparation for and actual performance of the works, and for keeping the construction site in a reasonable safe condition. The contractor shall protect all life & property from damage or losses resulting from his construction operations and shall minimize the disturbance and inconvenience to the public.
- c) In this connection, the attention of the contractors is drawn to the safety measures, precautions and code of conduct while safely carrying out the work.
- d) The contractor shall be solely responsible for locating through approved non-destructive means and ensuring the safety of all existing electrical cables and or other structures
- e) The contractor shall bear all expenses claimed by concerned authorities in respect of repairs and / or damage, occasioned by injury of damage to such underground and above ground structures or other properties and undertaking to indemnify and keep indemnified the Company from and against actions, cause of action, damages, claims and demands whatsoever, either in law or in equity and all losses and damage costs (inclusive between attorney and client), charges and expenses in connection there with and/or incidental there.

The contractor shall be responsible for protecting all such existing pipe lines, poles, electric lines, sewers, cables or other facilities from damage by the contractor's operation in connection with the works. Any damage incurred shall be promptly repaired by the contractor without cost to the Company. Such repairs will be done without any loss of time to avoid any penalties.

*Contd. . . GCC 3*



- f) The current market value of any commodities lost as a result of any damage to the aforesaid existing facilities shall be paid by the contractor together with such additional sums necessary to liquidate the personal or property damages, resulting there from.

**3. INDEMNITIES:**

- a) The contractor shall at all times hold the Company harmless and indemnify from / against all action, suits, proceedings, works, cost, damage, charges, claims and demands of every nature and descriptions brought or procured against the Company, its officer and employees and forthwith upon demand and without protest or demure to pay the Company any and all losses and damages and cost (inclusive between attorney and client) and all cost incurred in this or any other indemnity or security which the Company may now or at any time have relative to the work or the contractor's obligations in protecting or endorsing its right in any suit or other legal proceeding, charges and expenses and liabilities resulting from or incidental or in connection with injury, disease or disablement or death of any persons, including employees of the contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract document. The contractor shall furnish an indemnity bond to the Company on a stamp paper of Rs. 100/- in respect of any damage to existing structures as per Appendix-C
- b) The contractor shall at his own cost at the Company's request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise any suit or other finding without first consulting the Company

**4 FAIR WAGES:**

- a) The contractor shall pay to labourers employed by him either directly or through sub-contractors, wages not less than fair wages as defined in the C.P.W.D. Contractors Labour Regulations or as per the provisions of the contract Labour (Regulation and Abolition ) Act. 1970 and the contract labour (Regulations and Abolition) central Rules 1971, wherever applicable as per minimum wages act.

**5. ACCEPTANCE AND MEASUREMENT:**

- a) Measurement of each item of work shall be recorded in measurement book by Assistant Manager or any other subordinate officials as decided by the Engineer as per construction specifications.
- b) All the Measurements recorded in the Measurement Book shall be countersigned by the contractor.
- c) The engineer-in-charge before passing the bill for Tower Painting works covered by each set of Measurements may carry out test check at as many locations as necessary and bills will be passed only when he is personally satisfied of the correctness of entries in the Measurement books and also when he is satisfied of other aspects of the work as per the terms of the contract. The contractor shall provide the necessary assistance for test check by the engineer. Separate payment shall not be made to the contractor for such checks.

**6. SCHEDULE OF COMPLETION:**

- 6.1 Mobilization period: The contractor will have to start the execution under this contract within a period of 15 (fifteen) days from the date of issue of the work order. The earnest money deposited by the contractor shall be forfeited by the Company in case he does not start the work within the said fifteen days of the date of issue of the work order.

*Contd. . . GCC 4*

- 6.2 The work on each location as specified at para - 1, page NIT - 1 shall be completed by the contractor in every respect within a period as indicated in the NIT from the date of issue of work order.
- 6.3 **Defect liability period:** There will be defect liability period of 12 months for tenderers on own cost, after completion of the works.
- 6.4 The contractor shall submit to the Company before executing the agreement a bar chart or completion of the work within the stipulated completion period as per clause 6.2.

**7. FORCE MAJEURE:**

In the event of either party being rendered unable by force majeure to perform this contract, then the obligation of the party affected by such force shall be suspended for the whole period during which such cause lasts and until normal operations are resumed and when such cause ends the execution of this contract must be resumed with all reasonable dispatch, should the execution of this contract must suspended by force majeure then the corresponding extension of the completion date shall be automatically granted. The occurrence of a cause of force majeure, however, shall not relieve the Company and its obligation to make payments to the contractor for the work satisfactorily executed prior to the occurrence. The terms force majeure as employed herein shall mean act of God , war declared or undeclared, hostilities, enemy actions, revolts, riots, legal lockouts and illegal strikes, tidal waves, forest fires, major floods, explosions, earthquakes, epidemics, sabotage, extra ordinary Act and regulations of central or state Governments or Municipal Bodies upon the occurrence of such cause and its termination, the party shall give in writing within 72 hours of the beginning and ending dates, giving full particulars and evidence, if required.

**8. PAYMENTS:**

The contractor may submit final bill after completion of the works in all respect. The work will be inspected jointly by ITI rep and Army rep. Final bill (subject to deduction of Security Deposit) will normally be paid within 60 days of receipt subject to satisfactory completion of the work awarded. No running bill payment will be made to the contractor. However, all the above payments will be guided by back to back arrangement wherein the contractor will be paid only after receipt of corresponding payment by ITI Ltd. from Army.

- a) Rates quoted / accepted are inclusive of all statutory taxes / levies including service tax works contract tax etc. The Company shall have no liability what so ever on such statutory taxes / levies. Income tax and sale tax as per prevailing rates on amount for which the bill has been passed will be deducted as tax at source, under relevant Government rules.
- b) Accounts payee cheque for amounts passed in the bills will be issued only after the contractor gives a stamped receipt for the amount or bills are pre-receipts.
- c) Any penalty due shall also be recoverable from the bills submitted for payment by the Company.
- d) The GM will have the right to recover penalty for delay or slow progress of the work from the bills submitted for payments.
- e) The security deposit with the Company at the rate of 10 % of the contract value shall be retained from the bills against each work order. The security deposit will be considered for adjustment against liquidated damages only at the time of final conclusion of the contract and final settlement of account. The earnest money deposited by the contractor shall be adjusted against the security deposit in the bill.

*Contd. . . GCC 5*

- f) The final settlement of the bills and refund/adjustment/appropriation of bills of any amount retained from the bills of the contractor shall be made fully after the AGM. is satisfied that all the contractual obligation have been fully met and no amount remains due for recovery from the contractor on any account.
- g) 50% of the security deposit will be refunded to the contractor on settlement of his final bills. Balance 50% Security deposit will be refunded by the Company only after end of the aforesaid defect liability period of 12 (twelve) months.
- 9 The earnest money of the unsuccessful contractor will be refunded within three months from the date of the opening of the tender. The rates quoted by the tenderers shall be valid for a period of three months from the date of opening tenders.
- 10 The rate quoted by the tenderer / contractor shall remain firm without any escalation throughout the execution of the work. The quantity shown may vary and the contractor agrees to work for any variation of quantity also at his original accepted rates without any reservation. The completion time shall, however, be extended proportionately.
- 11. The Company reserves the right to reduce the scope of work of the contractor or split the work between two or more agencies, on the same group if performance of the contractor falls below the stipulation of the bar-chart submitted by the contractor as per clause 6.4. The contractor shall have no objection to the reduction of his scope of work/splitting the work between two or more agencies in such a condition.**

## **12 DETERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR**

If the contractor should -

- 12.1 become bankrupt or insolvent,  
**or**
- 12.2 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**
- 12.3 being a Company or corporation, go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction).  
**or**
- 12.4.1 have an execution levied on his goods or property on the work,  
**or**
- 12.5 assign the contract or any part thereof,  
**or**
- 12.6 abandon the contract  
**or**
- 12.7 persistently disregard the instruction of the Engineer, or contravene any provisions of the contract,  
**or**

*Contd. . . GCC 6*

Seal and Signature of the Tenderer

12.8 fail to adhere programme of work by a margin of 10% of the stipulated period,

**or**

12.9 fail to remove materials from the site or to pull down and replace work after receiving from the engineer – notice to the effect that the said materials of work have been condemned or rejected under condition of the contract.

**or**

12.10 fail to take steps to employ competent or additional staff and labour as required to adhere to the bar chart

**or**

12.11 fail to afford the Engineer or Engineer's representative proper facilities for inspecting the works or any part thereof.

**or**

12.12 promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the Company, or to any person on his or in their behalf in relation to the execution of this or any other contract with Company.

Then, and in any of the aforesaid cases, the engineers or on behalf of the Company may serve the contractor with a notice in writing to that effect and if the contractor does not within 7 days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid to the entire satisfaction of the engineer, the Company shall be entitled after giving 48 hours notice in writing under the head of the Accepting Authority to rescind the contract as a whole or in part or parts (as may be specified in such notice) and adopt either or both of the following courses.

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

The manner and method in which such work completed shall be in the entire discretion of the GM whose decision shall be final and in both cases (a) and (b) mentioned above and Company shall be entitled (i) to forfeit the whole or such portion of the security deposit as it may consider fit.

**AND**

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

*Contd. . . GCC 7*

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 there shall not constitute a waiver of any of the conditions thereof, such powers shall notwithstanding to exercisable in the event of any future case of default by the contractor for which his liability for past and future shall remains unaffected.

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

In the event of any of the several courses referred to under conditions 12 being adopted:

- 12.13.1 The contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advance on account or with a view to the execution of the works of the performance of the contract and contractor shall not be entitled to recover or be until the Engineer shall have certified the performance of such work and the value payable in respect where of any the contractor shall only be entitled to be paid the value so certified.
- 12.13.2 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 and part thereof until the completion of the works without the contractor being entitled to any compensation for the use and employment there of or for wear and tear or destruction thereof.
- 12.13.3 The Engineer, shall as soon as may be practicable after removal of the contractor fix and determine ex-party or by or after reference to the parties or after such investigation or inquiries as he may consider fit to make or institute and shall consider fit to make or had at the time or rescission of the contract been reasonably earned by or would reasonably accrue to the contractor in respect of the work then actually done by him under the contract and what was the value of any unused, or partially used materials, any construction plant and temporary works upon the site.
- 12.13.4 The Company shall not be liable to pay to the contractor any money on account of the contract until the expiration of the period of maintenance and thereafter until the cost of completion and maintenance damages ( if any ), and all other expenses incurred by the Company have been ascertained and the amount thereof certified by the Engineer. The contractor shall then be entitled to receive only such sum or sums (if any) as the engineer may certify would have been due to him upon due completion by him after deducting the said amount, but if such amount shall upon demand, pay to the Company the amount of such excess and it shall be deemed a debit by the contractor to the Company and shall be recoverable accordingly.

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

The time for completing the works shall be deemed to be the essence of the contract, and if the contractor shall fail to complete the work within the time prescribed, the Company shall if satisfied that the works can be completed by the contractor within a reasonable short time thereafter be entitled, without prejudice to any other right or remedy available on that behalf, to recover by way of ascertained and liquidated damages, sum equivalent to **ONE PERCENT** of the value of the works portion thereof for each week or part of week the contractor is in default. The amount of compensation by way of liquidated damages, will be adjusted or setoff against any sum payable to the contractor under this or any other contract or the security deposit provided always that the entire amount of compensation to be paid under this clause shall not exceed 10% of the value of work as a whole.

*Contd. . . GCC 8*

14 **RATE FOR EXTRA ITEMS OF WORK:**

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

- i) If the rates for the additional altered or substituted work are not specifically provided in the contract for the work the rates will be derived from rates for similar class of work as are specified in the contract for the work.
- ii) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub- clause (i) above then rates for such work shall be determined by the engineer on the basis of the prevailing market rates, when the work was done.
- iii) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clauses (i) and (ii) above, then the contractor shall within 7days 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 rate or rates on the basis of prevailing market rates and pay the contractor accordingly. However, the Engineer by notice in writing will be at liberty to cancel his order to carry out such work and arrange to carry it out in such manner, as he may consider advisable provided always if the contractor commences the work or incur any expenditure before mentioned, then in the such case the contractor shall be entitled to be paid in respect of the work carried out or expenditure incurred prior to date of determination of the rates aforesaid to such rate or rates as shall be fixed by the Company. But under no circumstances the contractor shall suspend the work on plea of non settlement of rate of items falling under this clause.

15 **FINAL BILL:**

The final bill shall be submitted by the contractor within 15days of the date of certificate of completion furnished by the Engineer and payment shall be made within 60 days of the submission of such bill. If there shall be any dispute about any item or items of the work then the undisputed item or items only shall be paid within the said period of 2 months as the case may be.

16 All charges on account of octroi, terminal or sale Tax and/ or other duties or any other levies as the case shall be borne by the contractor. Except where otherwise specified, the contractor shall pay all tollage and other royalties, the rent and other payment of compensation (if any), required for the works or temporary works or any of them. Sales Tax on works contract upto the period of submission of final bills, if imposed by the competent authority shall be born by the contractor and there shall be no liability on ITI LIMITED., what so ever, on this account (i.e. sale tax on works contract).

17. No interest will be payable on the earnest money, security deposit or any amount payable to the contractor under the contract.

*Contd. . . GCC 9*

**18. SETTLEMENT OF DISPUTES:**

**18.1 MATTERS FINALLY DETERMINED BY THE COMPANY**

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

**18.2 DEMANDS FOR ARBITRATION:**

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

**18.3 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 or Arbitrators to decide whether or not such work should continue during arbitration proceedings.

**18.4 ARBITRATION:**

Except where otherwise provided for in the contract all questions and dispute relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship, or materials used on the work or as any way arising out of relating to the contract, design, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of work or after the completion or abandonment thereof shall be referred to the sole arbitration of the General Manager and if the General Manager is unable or unwilling to act, to the sole arbitration of some other person appointed by the General Manager willing to act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of the ITI LIMITED and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he has expressed views on all or any of the matters in disputes of difference.

*Contd. . . GCC 10*

The Arbitrator to whom the matter is originally referred being transferred or vacating his office being unable to act for any reason, the General Manager as aforesaid at the time of such transfer, vacation of office or inability to act shall appoint another person to act as Arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from stage at which it was left by his predecessor. It is also a terms of this contract and if for any reason, that no person other than a person appointed by General Manager, as aforesaid, should act as arbitrator and if for any reason, that is not possible, the matter is not to be referred to Arbitration at all. In all cases where the amount of the claim on dispute is Rs. 50,000/- (Rupees fifty thousand) and above, the arbitrator shall give reason for the award. The venue of the arbitration shall be at the sole discretion of the Arbitrator.

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

It is also a term of the contract that if the contractor(s) do/does not make any demand for Arbitration in respect of any claim(s) in writing within 30 days of receiving the intimation from the Company that the final bill is ready for payment the claim of the contractor(s) will be deemed to have been waived & absolutely be barred and the Company shall be discharged of all liabilities under the contract in respect of these claims.

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

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

- 19 If demanded by the labour/PF/ESI commissioner during the course of execution, the contractor has to arrange said required certificates/registration and fulfill all the required formalities.



## PART - III

### **SPECIAL TERMS AND CONDITIONS OF THE CONTRACT**

- 1 In case of any variation between general terms and conditions and special terms and conditions of the contract, the provisions of this chapter (i.e. special terms & condition) shall prevail.
2. **The rates quoted and accepted are inclusive of all taxes and for completion of the works in all respects as per specifications in Part-IV of tender document including supply of the required material for painting of microwave towers.**

#### 3 **JOB DESCRIPTION:**

The bidders should familiarize themselves fully with the job before quoting the rates for the work viz:

- i) Tenderer are required to quote rates inclusive of all requisite material like zinc chromate primer (yellow colour), synthetic enamel paint of superior quality and colour, brushes, tools etc of IS specifications for tower painting works. All the stores required for tower painting works shall be got approved by Engineer-in-Charge before use at site.

#### 4 **STANDARDS:-**

The goods supplied under this contract shall conform to the standards as prescribed in tender document.

The supplier shall indemnify the purchaser against all third party claims of infringement of patent, trade mark or industrial design rights arising from use of goods or any part thereof ITI Ltd.

#### 5 **INSPECTION AND TESTS**

5.1 The purchaser or his representative shall have the right to inspect and test the goods for their conformity of specification. The contractor shall provide all reasonable facilities and assistance like testing instruments and other test gadgets at no charge to the purchaser.

5.2 Should any inspected or tested goods fail to conform to the specifications, the purchaser may reject the items and the supplier shall either replace the rejected goods or arrange to buy new to conform specifications, free of cost to the purchaser.

5.3 Notwithstanding the pre-supply test and inspections prescribed in clause 5.1 & 5.2 above, the items received in purchaser premises may also be got tested and if any material found not conforming as per IS specifications, the same shall be replaced free of cost to the purchaser.

#### 6. **LABOUR RECORDS**

6.1 The contractor shall maintain a register of persons employed on work on contract in form XIII of the contractor labour (R & A) central rules 1971.

6.2 The contractor shall maintain muster roll register in respect of all work men employed by him on the works under contract in form XVI of the CL (R&A) Rules 1971.

6.3 The contractor shall maintain a wage register in respect of all workmen employed by him on the work under contract in the form XVII of the CL (R&A) rules 1971.

*Contd. . . SCC 2*

Seal and Signature of the Tenderer

7 **LABOUR LAW**

- 7.1 The successful contractor shall ensure that they are duly registered with the Labour Commissioner under the required Labour Rules. Further, contractor undertake to abide by labour laws, as amended from time to time .The contractor shall obtain a labour license before the start of the work failing which necessary action will be initiated.
- 7.2 The contractor shall not employ any person below the age of 18 years or as prescribed under law.
8. The contractor shall comply with the provisions of the payment of wages Act 1936, minimum wages Act 1923, Employers liability Act 1938, Workmen's compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefit Act 1961, and Mines Act 1952 or any modifications thereof or any law relating there to and rules made there under from time to time.
9. The contractor shall be liable to pay his contribution and employees' contribution to ESI.
10. The contractor shall at his own expenses arrange for the safety provisions or as required in respect of all labour directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith .
- 11 **Water and Electricity:** Water and electricity if required for the execution of the work, shall be arranged by the contractor at his own expenses.

## PART- IV

### SPECIFICATIONS

#### Specification for painting of Microwave Structural Towers along with supply of requisite materials, tools etc

1. The procedure consists of:-
  - (a) Cleaning the M/W tower members including scrubbing off the patches of old paints.
  - (b) Touching up and applying one coat of zinc chromate primer of approved quality as specified.
  - (c) Applying two coats of synthetic enamel paint of approved quality and shade as specified.
  
2. Operations
  - (a) All the dust, dirt, grease, rust etc must be removed and members cleaned thoroughly. Patches of old paints must be clipped off with wire brush as necessary.
  - (b) After above operations the tower inclusive of its horizontal wave guide rack shall be applied with one coat of zinc chromate primer and be allowed to get fully dried up. Then first coat of synthetic enamel paint should be applied in alternate bands of white and international orange shades as directed by the Engineer in Charge. Second coat of synthetic enamel paint shall be applied after a minimum gap of 12 hrs. to allow sufficient drying up of the first coat. Contractor will have to get clearance from Engineer in Charge of the work or his representative in writing before starting of each of the above operations.
  - (c) The painting shall be done carefully so that all the corners of the tower get painted and no surface is left unpainted anywhere. No additives such as litharge or turpentine are to be used. After application of each coat of paint the work of painting should be got inspected.
  - (d) No materials, tools or appliances for carrying out the M/W Tower painting works will be supplied by the Company.
  - (e) The primer and paint should be got approved prior to their use as per specifications below.
    - (i) PRIMER: Zinc chromate primer (yellow colour) suitable for galvanized surface conforming to I.S. specifications IS-2074/62 of standard make and of renowned firms, viz Asian Paints, Jenson & Nicholson, Berger Paints etc.
    - (ii) PAINTS :- Synthetic enamel international white of superior quality conforming to I.S. specifications IS – 2932/64 & of standard make of any renowned firms viz Asian paints, Jenson & Nicholson and Berger paints etc. The colour / shade for the international orange corresponds to 536 poppy as given in ISI publication standard colour for ready mixed paints IS-5-1955.

*Contd. . . SP 2*

Seal and Signature of the Tenderer

**Following points regarding specifications of the work may also be noted.**

- (i) Bidders shall furnish complete Technical details / catalogues of all the paints / material proposed to be used in execution of the work. The details should include product description, specifications, recommended surface preparation, drawing time, coat to coat interval (min as well as max.) etc.
- (ii) The material shall be produced by the tenderer at the site in unopened containers clearly labelled to identify the contents.
- (iii) The cleaned surface should not be exposed to overnight weather.
- (iv) In the event difference of opinion arises between the site in charge and the contractor, the decision of Additional General Manager (NSU), Bangalore shall be final and binding on the contractors.

**SCHEDULE OF ITEMS & QUANTITIES.**

Financial Bid

Ref No. ESG/ASCON/NSU/AMC/Tower Painting/Tender/19-20/01 dated 16.04.2019

Sub: MW Tower Painting Works : **Group A** – Chirai, DKD, Chordia

Sl. No.	Description of work	Unit	Total Weight of M/W towers (MT)	Rate per unit In figures (Rs)	Rate per unit In words (Rs)	Amount (Rs)
1	Painting of M/W Towers as per specification, including removing of the existing paints, cleaning with wire brush, application of one coat zinc chromate primer (yellow colour) and two coats of synthetic enamel paints of superior quality including supply of requisite I.S. specifications material, tools etc. complete in all respects as per specification of tower painting works Part-IV of tender documents (Rate shall be quoted per metric ton weight of tower)	MT	229.162			

Seal and Signature of the Tenderer

**SCHEDULE OF ITEMS & QUANTITIES.**

Financial Bid

Ref No. ESG/ASCON/NSU/AMC/Tower Painting/Tender/19-20/01 dated 16.04.2019

Sub: MW Tower Painting Works: **Group B** – Nachna, Sanu, Sangar, Badloo

Sl. No.	Description of work	Unit	Total Weight of M/W towers (MT)	Rate per unit In figures (Rs)	Rate per unit In words (Rs)	Amount (Rs)
1	Painting of M/W Towers as per specification, including removing of the existing paints, cleaning with wire brush, application of one coat zinc chromate primer (yellow colour) and two coats of synthetic enamel paints of superior quality including supply of requisite I.S. specifications material, tools etc. complete in all respects as per specification of tower painting works Part-IV of tender documents (Rate shall be quoted per metric ton weight of tower)	MT	274.885			

Seal and Signature of the Tenderer

**SCHEDULE OF ITEMS & QUANTITIES.**

## Financial Bid

Ref No. ESG/ASCON/NSU/AMC/Tower Painting/Tender/19-20/01 dated 16.04.2019

Sub: MW Tower Painting Works: **Group C** – Charanwasi, Mainawali, Nanuwalikothi

S. No.	Description of work	Unit	Total Weight of M/W towers (MT)	Rate per unit In figures (Rs)	Rate per unit In words (Rs)	Amount (Rs)
1	Painting of M/W Towers as per specification, including removing of the existing paints, cleaning with wire brush, application of one coat zinc chromate primer (yellow colour) and two coats of synthetic enamel paints of superior quality including supply of requisite I.S. specifications material, tools etc. complete in all respects as per specification of tower painting works Part-IV of tender documents (Rate shall be quoted per metric ton weight of tower)	MT	260.791			

Seal and Signature of the Tenderer

**SCHEDULE OF ITEMS & QUANTITIES.**

## Financial Bid

Ref No. ESG/ASCON/NSU/AMC/Tower Painting/Tender/19-20/01 dated 16.04.2019

Sub: MW Tower Painting Works: **Group D** – RS Pura, Lunkaransar, Chanibari

S. No.	Description of work	Unit	Total Weight of M/W towers (MT)	Rate per unit In figures (Rs)	Rate per unit In words (Rs)	Amount (Rs)
1	Painting of M/W Towers as per specification, including removing of the existing paints, cleaning with wire brush, application of one coat zinc chromate primer (yellow colour) and two coats of synthetic enamel paints of superior quality including supply of requisite I.S. specifications material, tools etc. complete in all respects as per specification of tower painting works Part-IV of tender documents (Rate shall be quoted per metric ton weight of tower)	MT	296.27			

Seal and Signature of the Tenderer



**SCHEDULE OF ITEMS & QUANTITIES.**

## Financial Bid

Ref No. ESG/ASCON/NSU/AMC/Tower Painting/Tender/19-20/01 dated 16.04.2019

Sub: MW Tower Painting Works: **Group E** – Tibri, Kasauli, Wazur(JT2), Singhpura

S. No.	Description of work	Unit	Total Weight of M/W towers (MT)	Rate per unit In figures (Rs)	Rate per unit In words (Rs)	Amount (Rs)
1	Painting of M/W Towers as per specification, including removing of the existing paints, cleaning with wire brush, application of one coat zinc chromate primer (yellow colour) and two coats of synthetic enamel paints of superior quality including supply of requisite I.S. specifications material, tools etc. complete in all respects as per specification of tower painting works Part-IV of tender documents (Rate shall be quoted per metric ton weight of tower)	MT	122.838			

Seal and Signature of the Tenderer

APPENDIX – A 1

**PROFORMA OF AGREEMENT**

CONTRACT NO \_\_\_\_\_ DATED \_\_\_\_\_

AN AGREEMENT MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

TWO THOUSAND \_\_\_\_\_ BETWEEN M/s \_\_\_\_\_

\_\_\_\_\_ (hereinafter called the contractor) having its registered office at

\_\_\_\_\_ on the one part and ITI LIMITED, NS Unit and having its Registered

office at ITI Bhavan, Doorvaninagar, Bangalore - 560016 (hereinafter called the "COMPANY") on the

other part

**WHERE AS**

The Company being desirous of having performance and provision of works mentioned above, enumerated or referred to in the Short Tender Notice, General Tender Notice, General Conditions of Contract, Specification, appendix, Drawings and other document constituting 'Tender' and acceptance thereof copy hereto annexed, all of which are designed to form part of this contract are included in the terms 'CONTRACT' whenever herein used .

**AND WHEREAS**

The Company accepted the tender of contractor for the provision and the execution of the said work upon the terms and conditions of tender submitted by the contractor.

NOW THIS AGREEMENT WITNESSETH AND IT IS hereby agreed and declared as follows :

1. In consideration of the payments to be made to the contractor for the works to be executed by him, the contractor hereby convent with the Company that the contractor shall and will duly provide, execute and complete the said works as per terms of the contract and maintain the same at his own cost during the "Maintenance Period" thereafter perform all other acts and things in the contract mentioned or described which are to be implied therefrom or may be reasonable for the completion of the said works and at the times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.
2. In consideration of the due provision execution and completion of the said works, the Company does hereby agree to pay to the contractor for the works actually done by him at the 'schedule rates' as quoted/modified by the contractor and accepted by the Company or at 'Agreed Rates' and such other sums as may become payable to the contractor under the provision of the contract, such payments to be made at such time and in such manner as provided for in the contract.

**AND**

*Contd. . . AP – A2*

Seal and Signature of the Tenderer

3. In consideration of the above the contractor does hereby agree to pay to the Company the sums as may be to the Company for the services if any, rendered by the Company to the contractor and such other sums or sums as may become payable to the Company as per terms and conditions of contract, such payments to be made at such time and in such manner as is provided in the contract.

IN WITNESS whereof the parties here to have signed on the dates respectively set under their signatures.

SIGNED AND DELIVERED FOR AND ON BEHALF OF

AT

In the presence of

Witness : 1. \_\_\_\_\_  
2. \_\_\_\_\_

SIGNED AND DELIVERED FOR AND ON BEHALF OF \_\_\_\_\_

In the presence of

Witness : 1. \_\_\_\_\_  
2. \_\_\_\_\_

**APPENDIX – B 1**

**DECLARATION OF TENDERERS**

From : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. I / We \_\_\_\_\_  
have read the conditions of the tender and tender documents attached here to and agree to abide by such conditions. I / We offer to do \_\_\_\_\_ at the rates quoted in the attached schedule to complete the works on or before the date mentioned in time schedule for completion of works.
  
2. I / We further agree to sign an agreement, bind 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 of \_\_\_\_\_ by Demand Draft as per the details given below. I / We bind myself/ourselves to deposit the Security Deposit as prescribed. The earnest money shall be retained by the Company towards the security deposit as specified in the conditions. I / We further bind myself/ourselves to execute the contract documents and to commence work within 15 days after issue of work order in writing as aforesaid failing I / We agree to the Company forfeiting the Earnest money deposited with them. The Additional General Manager shall also be at liberty to cancel the Acceptance of tender if I / We fail to execute an agreement or to start work as stipulated in the tender documents.

Sl. No	Group	DD No & Date	Amount
1			

3. My/our offer shall remain open for acceptance by the Accepting Authority for a period of 3 months from last date of submission of sealed tender.

Date :

**Signature of Tenderer**  
with seal of the firm

Witness : \_\_\_\_\_

**(Name in block letter)**

*Contd. . . AP – B2*

Seal and Signature of the Tenderer

B2

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

Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Occupation : \_\_\_\_\_

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

**NON-DISCLOSURE AGREEMENT**

This Agreement is made on \_\_\_\_\_ day of \_\_\_\_\_ 2017 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 Microwave Tower Painting and Related 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 contractors with a need to know; provided that by doing so, the Bidder agrees to bind those consultants and contractors to terms at least as restrictive as those stated herein, advise them of their obligations and indemnify ITI LIMITED for any breach of those obligations.

**C 2**

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 Annexure A attached hereto constitutes the entire agreement with respect to the Bidder's obligations in connection with information disclosed hereunder.
10. The Bidder shall not assign this Agreement without first securing ITI LIMITED's written consent.
11. This agreement will remain in effect for ten years from the date of the last disclosure of confidential information, at which time it will terminate, unless extended by ITI LIMITED in writing.

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

M/s \_\_\_\_\_

ITI LIMITED

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Seal and Signature of the Tenderer

**Business Purpose: Microwave Tower Painting and Related Works**

**1. Confidential Information of ITI LIMITED**

- 1.1. Tender document for Microwave Tower Painting and Related Works
- 1.2. The technical specifications / bill of material for Microwave Tower Painting and Related Works.
- 1.3. Details of tower locations
- 1.4. All tower details.
- 1.5. All information shared in oral or in written by ITI LIMITED with M/s\_\_\_\_\_.

ITI LIMITED: \_\_\_\_\_

M/s \_\_\_\_\_

Signed

Signed



**INTEGRITY PACT**

Between

ITI LIMITED hereinafter referred to as “The Company” and .....  
 ..... hereinafter referred to as “The Bidder/Contractor”

**Preamble**

The Company intends to award, under laid down organizational procedures, contract/s for -----  
 ----- The Company values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Company will ensure monitoring of the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 – Commitments of the Company**

1. The Company commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - (a) No employee of the Company, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
  - (b) The Company will, during the tender process treat all Bidder(s) with equity and reason. The Company 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 Company will exclude from the process all known prejudiced persons.
2. If the Company obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Company will inform its Vigilance Office and in addition can initiate disciplinary actions.

**Section 2 – Commitments of the Bidder(s)/Contractor(s)**

1. The Bidder(s)/Contractor(s) commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Company’s employees involved in the tender process or the execution of the contract or to any third person any material or immaterial 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.

## **D2**

- (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) 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 cartelisation in the bidding process.
  - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Company as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - (d) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 – Disqualification from tender process and exclusion from future contracts**

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

### **Section 4 – Compensation for Damages**

1. If the Company has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Company is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
2. If the Company has terminated the contract according to Section 3, or if the Company is entitled to terminate the contract according to section 3, the Company shall be entitled to demand and recover from the Contractor the amount equivalent to Security Deposit / Performance Bank Guarantee in addition to any other penalties/ recoveries as per terms and conditions of the tender.

### **Section 5 – Previous transgression**

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the Anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the defined procedure.

### **Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors**

1. The Company will enter into agreements with identical conditions as this one with all Bidders/Contractors.

Seal and Signature of the Tenderer

### **D3**

2. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact.
3. The Company will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

#### **Section 7 – Criminal charges against Bidder(s)/Contractor(s)/Subcontractor(s)**

If the Company obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Company has substantive suspicion in this regard, the Company will inform the Corporate Vigilance Office.

#### **Section 8 –Independent Monitoring**

1. Competent and credible monitoring will be done as to whether and to what extent the parties comply with the obligations under this agreement.
2. Monitoring will be performed neutrally and independently and report to the CMD of ITI LIMITED.
3. The Bidder(s)/Contractor(s) accepts that the monitors have the right to access without restriction to all Project documentation of the Company including that provided by the Contractor. The Contractor will also grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. Notwithstanding anything contained in this Section, the Bidder(s)/Contractor(s) shall have no obligation whatsoever to provide any internal costing mechanisms or any internal financial or commercial data pursuant to any audit or review conducted by or on behalf of the Company. Further, the Bidder(s)/Contractor(s) shall not be required to provide any data relating to its other customers, or any personnel or employee related data.
5. The Company will provide sufficient information about all meetings among the parties related to the Project to the monitor provided such meetings could have an impact on the contractual relations between the Company and the Contractor.
6. Upon notice of any violation of this agreement, the Management of the Company may take corrective action or other relevant action.
7. If a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India is reported to the CMD of ITI LIMITED, and ITI LIMITED has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Corporate Vigilance Office, this information may directly be transmitted to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

#### **Section 9 – Pact Duration**

1. This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

**D4**

2. If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, ITI LIMITED.

**Section 10 – Other provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Company, i.e. Bengaluru. The arbitration clause provided in the tender document / contract shall not be applicable for any issue /dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

-----

For the Company

Place.....

Date .....

-----

For the Bidder/Contractor

Witness 1: .....

Witness 2: .....