INDIA TOURISM DEVELOPMENT CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING)

TENDER DOCUMENT

PREQUALIFICATION CUM E- TENDER NOTICE FOR


ESTIMATED COST: Rs. 43,39,900.00

E.M.D AMOUNT : Rs. 86800.00

CLIENT :

INDIA TOURISM DEVELOPMENT CORPORATION LTD.
SCOPE COMPLEX, CORE -8,
7, LODI ROAD, NEW DELHI-110003

e-TENDERING SERVICE PROVIDE (ASP)

C1 – INDIA PVT. LTD.
PLOT No. 301, 1st FLOOR
UDYOG VIHAR PHASE-2
GURGAON-122015
HARYANA, INDIA
# INDIA TOURISM DEVELOPMENT CORPORATION LIMITED


## e-TENDER DOCUMENT

**Name of Work:** Development of Gundicha Temple under Infrastructure Development at Puri – Shree Jagannath Dham – Ramchandi – Prachi River Front at Deuli – Dhauli under Mega Circuit (for Nabakalebar-2015)

**Estimated Cost:** Rs. 4339900.00

**EMD:** Rs. 86800.00

**Mode of submission:** e-tendering

**Last Date & Time of submission of e-Tender**

| At 23:59 HRS on 03.11.2017 |

---

Sr. Manager (Civil)

ITDC

Room # 613

Core -8, Scope Complex

&- Lodi Road

New Delhi
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<th>Page no.</th>
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PART - A

TECHNICAL BID

India Tourism Development Corporation Ltd.  
(Engineering Division)

PRE-QUALIFICATION CUM E-TENDER NOTICE


1. E-tenders (online bids) are invited on behalf of INDIA TOURISM DEVELOPMENT CORPORATION LTD. New Delhi for:


for an estimated cost of Rs. 4339900.00. as per terms and conditions indicated in the tender documents. The estimated however, is given merely as a rough guide.

2. The works are to be completed within Six (06) Months from the 7th day after the day on which the Project Engineer issues the written order (Letter of Intent) to commence the work or from the date of handing over the site, whichever is later in accordance with the phases if any indicated by the corporation in the tender document.


5. The bidders who are desirous of participating in e-tender shall upload their bids in the format prescribed in the tender document. The bidder shall upload the relevant digitally signed certificated documents etc. after page numbering, signing and stamping all the documents. The bidder shall sign on all the documents, certificates uploaded by them owing the responsibility for their correctness/authenticity.
6. The bids are required to be uploaded as per the guidelines indicated for e-procurement as given at website- https://itdc.eproc.in

7. In order to participate in the tender, the bidder has to register with e-tendering Service providers M/s C-1 India Pvt. Ltd., Plot No. 301, 1st Floor, Udyog Vihar Phase – 2, Gurgaon-122015, Haryana, India on payment of prescribed annual registration fee. The details of which is given in the web site https://itdc.eproc.in The prospective bidder is required to contact Authorized Service Provider M/s C-1 India Pvt. Ltd., Plot No. 301, 1st Floor, Udyog Vihar Phase – 2, Gurgaon-122015, Haryana, India for any query/ process regarding e-tendering well in advance to have sufficient time for all processes of registration.

8. For any clarification with regard to tender enquiry, you may contact e-tendering helpdesk nos. 091-124-4302030/31/32 Intending bidders in their own interest may approach the e-tendering helpdesk well in advance to ascertain the requirements to participate in the e-tender.

9. Minimum requirement for e-tendering

**Computer System Requirements:**
- Minimum of 512 MB of RAM.
- Minimum 1 USB port
- Windows Operating System
- DSC Dongle driver should be installed before logging in
- Reliable Internet Connectivity.
- Certificate with full chain.
- Certificate should not be expired it should be a valid certificate

**Operating System**
- Windows XP SP 3
- Windows 7

**Browser Version**
- Internet Explorer Versions 8.0 or above/ Chrome/ Mozilla Firefox

10. The bidders are required to have Class 3 Digital Certificate (if they do not have) from authorized digital certificate Issuance Company.

11. e-tenders are invited for the subject work from Normally contractors whose names are borne on the approved list of contractors of PWD/ CPWD/ MES/ Railways/ PSUs of (Either with State or with Central govt.) may be permitted to e-tendering according to their financial category. However in the present case the eligibility criteria is given in the para 14 to 25. The details of items are indicated in the Schedule of work/ Quantity uploaded herewith. The tenderer should carefully pursue the clauses mentioned as here under before submitting their tender, require clarification if any, may be sought prior to the submission of tender. No request for clarification will be entertained once the tender is submitted.

12. The required **Earnest Money Deposit of Rs 86800/- (Rupees Eighty Six Thousand and Eight Hundred only)** needs to be deposited on line as per instructions given in the website-https://itdc.eproc.in. The cost of money transfer (including payment gateway commission and taxes etc.) has to be borne by the
bidder. It is therefore advised that the bidder should consider the time to process the payment electronically (i.e., NEFT/RTGS, Net Banking, Credit/Debit cards) to ITDC, into consideration before submitting the bid. The ITDC will not be liable (in any case) for delay/nonpayment in this regard.

13 **Exemption from submission of EMD for MSE:**

The MSES's units shall be exempted from submission of EMD on production of requisite proof in respect of valid registration certificate from the MSME for the subject.

Firms in the process of obtaining of MSE registration will not be considered for the EMD exemption

14 The price are to be quoted/ documents to be uploaded as per Part-B (Financial Bid)

15. Proof of having successfully completed Similar works during last seven years ending last day of the month previous to one in which tender are invited as per the following:

- a. Three similar completed works costing not less than the amount equal to 40% of the estimated cost.  
  OR
- b. Two similar completed works costing not less than the amount equal to 50% of the estimated cost.  
  OR
- c. One similar completed work costing not less than the amount equal to 80% of the estimated cost.

**Similar work means Civil works.**

**Note:** The contractors participating in tenders are required to submit completion certificate and copy of work order.

16. Copy of PAN No.

17. Copy of Registration under GST Law.

18. Copy of Registration with PF, ESI authority.
19. Latest Bank Solvency certificate from a schedule bank of value not less than 40% of the estimated cost. In any case it should not be older than 12 months from the last day of uploading of NIT.

20. Audited Balance Sheet for the last three Financial Years and i.e.
   (a) For the F.Y 2015-2016
   (b) For the F.Y 2014-2015
   (c) For the F.Y 2013-2014

21. Proof of average annual financial turn over during last three years ending 31st March of previous financial year should be at least 30% the estimated cost as per format.
   (As per Annexure – III, to be submitted duly filled up, signed and stamped)

22. History and Structure of firm, Name of Director(s)/ Partner(s)/ Proprietor with technical staff.

23. List of Machinery, Tools, Plants & Equipment.

24. The complete set of tender documents are to be digitally & Physically signed & stamped and all the enclosed documents should be attested by Gazetted Officer or officer of PSU or CA of the firm mentioned at S.No. 14 to 22. All the documents be uploaded by scanning original attested copies and in readable font.

25. An Affidavit on stamp paper of Rs.100.00 (Non-judicial) be submitted along the technical bid stating that “In case any ambiguity is noticed in the documents(listed out documents) submitted at any stage, we shall be entirely responsible and liable for any action as deemed fit under the law.” This should be notarized.

26. Original documents if required may be asked from the tenderers after opening of Technical bid for cross verification.

27. Tenderers are advised to inspect and examine the sites and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub soil, the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all information as to the risk, contingencies and other
circumstances which may influence or effect their tender. A tenderer shall be deemed to have full knowledge of the site, whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

28. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself of the scope and specifications of the work to him by this Corporation and local conditions and other factors bearing on the execution of the work.

29. All rates shall be quoted in tender form and shall include all –

(a) Material, labour, transportation, all taxes, duties, testing, commissioning, supervision, tools and plants, wastage, sundries, scaffoldings as required mobilization, demobilization, transportation etc., and nothing shall be payable on any account. However shall not include the GST & GST Cess (if applicable) herein after termed as GST and also shall not include ESI/EPF which is reimbursed separately.

(b) GST or any other tax paid/payable by the vendor on materials in respect of this contract shall be payable by the contractor and corporation will not entertain any claim whatsoever the said regard.

(c) As per law of land, statutory deduction like income tax/TDS under GST (as & when applicable) etc shall be made from the contractor's bill as applicable.

30. Copies of other drawings and documents pertaining to the works assigned for the purpose of identification by the acceptance authority of his accredited representative and samples of materials to be arranged by the contractor will be opened for the inspection by tenderers at the following address given below during working hours between the dates mentioned in clause 7 above, Sr. Manager (Civil), Room # 613, ITDC, Core -8, Scope Complex, 7 – Lodi Road, New Delhi 110003.

31. The tender for the works shall not be witnessed by a contractor or contractors who himself /themselves has /have tendered or who may and has /have tendered for the same works. Failure to observe this condition shall render the tender of the contractor tendering as well as of those witnessing the tender liable to rejection.
32. On acceptance of tender, the Earnest Money will be treated as part of the Security Deposit.

33. The India Tourism Development Corporation Ltd. will return the Earnest Money, where applicable to every unsuccessful tenderer.

34. **The General Terms & Conditions of the Contract or any special condition of the contracts attached with tender will form integral part of the contract. The tenderers are required to sign each and every document with digital signature as token of acceptance.**

35. A tenderer shall submit the tender which satisfies each and every condition laid down in this notice, failing which the tender will be liable to be rejected.

36. The tenderer whose tender is accepted, shall permit the corporation at time of making any payment to him for work done under the contract to deduct towards security deposit such sum as will along with the amount of earnest money already deposit to 10% of the gross amount of the bill till the sum so deducted amount to Rs 5.00 Lac.

37. The India Tourism Development Corporation do not bind themselves accept the lowest or any tender or to give any reasons for their decisions.

38. The India Tourism Development Corporation reserve to themselves the right of accepting the whole or any part of the tender and tenderer shall be bound to perform the same at his quoted rates.

39. The validity of the tender(s) shall be up to 90 (Ninety) days from the date of opening of tender.

40. This Notice of Tender shall form part of the Contract Agreement.

41. Check list of Tender Submission to be submitted with tender duly filled up, signed and stamped by the tenderer. (Annexure – I).

42. Any amendment in tender conditions, corrigendum or information to Recall this tender on website only. Prospective bidders are advised to visit website regularly.

43. “In case, it is found during the evaluation or at any time before signing of the contract or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the applicant or the applicant has made material misrepresentation or has given any materially incorrect or false information, the applicant shall be disqualified forthwith, if not yet, appointed as the contractor/supplier and if the applicant has already issued with the LOI / LOA or has entered into the contract, as the case may be, same shall not withstanding anything to the contrary contained therein liable to be terminated along with forfeiture of Earnest Money Deposit (EMD)/ Performance Security by a Communication in writing by the
Corporation to the Applicant, without the Corporation being liable in any manner whatsoever to the applicant and without prejudice to any other right or remedy which the Corporation may have with initiation of any appropriate panel action as per the applicable law."

44. The rates of the contractor shall be inclusive of labour cess at the rate of 1% or as applicable and necessary recovery of labour cess shall be made from each RA bill by the ITDC to be deposited with labour board of concern state in case the labour board is not established in the state, recovery made by ITDC on account of labour cess shall be retained under suspense head and will be deposited with the labour board at the later date as and when the labour board is established in the state.

45. For abnormally high rated items, the running account payments in respect of such items would be restricted to estimated rates/ justified rates plus/ minus the percentage quoted above or below the overall estimate/ justified cost. The rates so restricted would only be released after 90% work in respect of abnormally low rate items are executed by the vendor.

46. The contractor shall solely responsible for complying with the provisions of EPF and Misc. Provisions of Act 1952 and ESI Act relating to manpower engaged for this contract and in the event of any liability on ITDC by virtue of its being the Principal Employer. Due to failure of the contractor to comply the said acts, the contractor shall indemnity and reimburse the amount payable to ITDC on this Account.

47. The rates quoted by the Tenderer shall be exclusive of GST and employer’s ESI/EPF Contribution. Bidder shall submit to ITDC the GST compliant tax invoice/debit note/ revised tax invoice. GST charged in the Tax invoice/debit note/revised tax invoice by the bidder shall be released separately to the bidder only after bidder files the outward supply details GST -1 on GSTN portal and reconciliation of inward supply is done by ITDC with corresponding details of outward supply of supplier and supplier accept the changes made by ITDC and has paid the GST at the time of filling the monthly return. ESI/EPF shall be reimbursed separately (wherever applicable) after receiving claim of the contractor duly supported with ESI/EPF deposit challans in respect of associated manpower.

48. The vendor ensure to pass the benefits accrued due to the GST to the ITDC which ultimately is to be passed to the final consumer. In contingency of any legal proceedings/actions taken by the Tax Authorities for non-compliance of anti profiteering clause by the vendor. The vendor shall indemnifies (on stamp paper or on letter head )the ITDC from any losses monetary or otherwise suffered on account of non compliance of anti profiteering clause by the vendor.

49. The vendor shall indemnify the ITDC from any direct or indirect losses suffered by the ITDC due to non compliance on part of vendor under GST Act, which may affects the GSTN rating of ITDC.
50. In case of any non compliance by the vendor which result into loss of input tax credit under GST Law to ITDC, the vendor shall pay ITDC an amount equal to lost input tax credit along with interest/ penalties or any other monetary loss suffered because of such non compliance under GST Act.

51. Vendor shall indemnifies the ITDC against any loss monetary or otherwise arising due to legal proceedings initiated by the tax authorities as a result of non-compliance/ default in paying tax by ITDC. Vendor shall indemnify ITDC in respect of the recourse action in case of “BLACK LISTING” under the “Compliance Rating Score” mechanism due to non compliance/default by vendor.

52. In case of any new tax/levy/duty etc becomes applicable after the date of Bidder’s offer respectively but before opening of the price bid, the bidder/contractor separately its impact on his price duly substantiated by documentary evidence in support of the same before opening of Price bid. Claim for any such impact after opening the Price Bid will not be considered by ITDC for reimbursement of tax or reassessment of offer.
ANNEXURE - I

Check List of Tender Submission Must be submitted along with Tender Technical Bid

NAME OF THE AGENCY :

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Pre Qualification Documents</th>
<th>Attached</th>
<th>Not Attached</th>
<th>Page Nos.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Tender Documents Physically Signed &amp; Stamped by the agency</td>
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<tr>
<td>2</td>
<td>Required EMD (as applicable) Rs.……………….. Transaction No. ……………………………………. Date: ……………………………………. Issued from Bank:………………………………….</td>
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<tr>
<td>3</td>
<td>Proof of average annual financial turnover of firm during last 3 years ending 31st March of the previous financial year of 30% of the estimated cost. (Annexure – IV)</td>
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<tr>
<td>4</td>
<td>Proof of having successfully completes similar works during last 7 years ending last days of the month previous to one in which tenders are invited as per following.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>a. Three Similar completed works costing to not less than the amount equal to 40% of the estimated cost. OR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>b. Two Similar completed works costing to not less than the amount equal to 50% of the estimated cost. OR</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>c. One Similar completed works costing to not less than the amount equal to 80% of the estimated cost.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Copy of PAN</td>
<td></td>
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<td></td>
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<tr>
<td>6</td>
<td>Proof of Registration under GST Law.</td>
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<tr>
<td>7</td>
<td>Proof of Registration with PF, ESI authority.</td>
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<td></td>
<td>Description</td>
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<tr>
<td>8</td>
<td>History &amp; Structure of Firm, Name of Directors/Proprietary/Partners with technical staff</td>
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<td></td>
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<tr>
<td>9</td>
<td>Whether Proprietorship / Partnership/Public Limited company or MSME</td>
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<td></td>
<td></td>
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<tr>
<td>10</td>
<td>List of Machineries, Tools Plant &amp; Equipments</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Bank Solvency issued from Bank of value not less than 40% of estimate value &amp; not older than 12 months from the date of issue of NIT</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| 12| Audited Balance Sheets of Last 3 Years  
For the year 2015-16  
For the year 2014-15  
For the year 2013-14                                                                                                                                                                                                                         |
| 13| An Affidavit duly notarized on stamp paper of Rs. 100/- (non judicial) stated that:-  
In case any ambiguity notice in the documents submitted at any stage, we shall be entirely responsible and liable for any action as deemed fit under the law.                                                                                                                                   |
| 14| Duly filled up, signed with stamp Integrity Pact on non-judicial stamp paper of Rs100.00 (Annexure –II)                                                                                                                                                                                                   |
| 15| All the above certificates/documents shall be submitted by the firms duly signed with seal and attested by Gazzetted Officer or the Officer of PSE or their CA and original shall be produced for verification as required.                                                                                                           |
| 16| GST registration certificate/acknowledgement                                                                                                                                                                                                                                                               |
| 17| HSN code wise list of products to be sold by you/SAC of services provided by you.                                                                                                                                                                                                                         |

**Date :**

**Place :**

**Contractor’s signature with seal :**
# Annexure 2

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name</strong></td>
<td><em>(As per Legal document)</em></td>
</tr>
<tr>
<td>&quot;Bill to&quot; Address <em>(Correctness of this address will help you in availing tax credit)</em></td>
<td></td>
</tr>
<tr>
<td>City</td>
<td></td>
</tr>
<tr>
<td>State</td>
<td></td>
</tr>
<tr>
<td>Postal Code</td>
<td></td>
</tr>
<tr>
<td>Country</td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Sr no</th>
<th>State</th>
<th>Address</th>
<th>GSTIN</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Haryana</td>
<td>Gurgaon Branch</td>
<td>Abcdxxxxxxxxx123</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>Delhi Branch</td>
<td>Abcdxxxxxxxxx321</td>
</tr>
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</tbody>
</table>

Contact person for communicating any kind of mismatch in inputs-outputs. Please provide the name, designation, email id and contact no. of the relevant person.

## Tax Details

Permanent Account Number (PAN)

### Documents to be attached:

1. GST registration certificate/acknowledgement
2. Copy of PAN
**Annexure 2(a)**

| Supplier Name  
(As per Legal document) |
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>CIN (Corporate Identity Number)</td>
</tr>
<tr>
<td>Whether Registered under GST Y or N</td>
</tr>
</tbody>
</table>
| Business Constitution  
(i) Proprietorship / (ii) Partnership / (iii) Hindu Undivided Family / (iv) 
Private Limited Company / (v) Public Limited Company / (vi) 
Society/Club/Trust/Association of Persons / (vii) Government 
Department / (viii) Public Sector Undertaking / (ix) Unlimited Company / 
(x) Limited Liability Partnership / (xi) Local Authority / (xii) Statutory 
Body / (xiii) Foreign Limited Liability Partnership / (xiv) Foreign Company Registered (in India) |
| Whether Availing the benefit of Composite Scheme Y or N |
| “Bill from” address of the vendor and State Code |
| “Ship from” address of the vendor and State Code |
| Name of authorised signatory |
| Designation of authorised signatory |
| Contact person for communicating any kind of mismatch in inputs-outputs. Please provide the name, designation, email id and contact no. of the relevant person. |
| Provisional GSTIN No. in each supplying state (from where material/Service is supplied to the Company) along with one of the following documents:  
(a) Registration Certificate provided by the Government (indicating GSTIN)  
(b) Screen shot of the GST website displaying your GSTIN Number  
(c) PDF of the email received from the Government providing provisional GSTIN No. |
| **Details of Items Supplied to the Company** |
| Details of Goods supplied by the Vendor & HSN Code/ Excise classification of all goods supplied to the Company |
| Details of Services supplied by the Vendor and Service Accounting Code of each such service |

_____________________
Seal/Signature of vendor
INTEGRITY PACT

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ___ day of the month of ____________, 2017, between, on one hand, the India Tourism Development Corporation (A Govt. of India Undertaking) acting through Shri _____________________________________________________________, (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and (Name of the agency) represented by Shri________________________, Chief Executive Officer (hereinafter called the BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is private company/public company /Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is India Tourism Development Corporation.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered with a view to: -

Enabling the BUYER to obtain/execute the desired said work at a competitive price of conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto agree to enter into this integrity Pact and agree as follows:

**Commitments of the BUYER**

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

**Commitments of BIDDERs**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1 The BIDDER will not offer, directly or through Intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration reward, favour, any material or immaterial benefit or other advantage commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3* BIDDERs shall disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign principals or associates.

3.4* BIDDERs shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / integrator / authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian and foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for proposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER’s firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term ‘relative’ for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprises in India or any Government Department in India that could justify BIDDER’s exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reasons.

5. Earnest Money (Security Deposit)

While submitting commercial bid, the BIDDER shall deposit an amount (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

(i) Bank Draft or a Pay Order in favour of India Tourism Development Corporation.
(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to
(iii) The BUYER on demand within three working days without any demur whatsoever and without seeking any reason whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
(iv) Any other mode or through any other instrument (to be specified in the RFP).

5.2 The Earnest Money Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations
6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vi) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrecoverable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this PACT.

6.2 The BUYER will be entitled to take all or any of the actions mentioned in para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it.
acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this PACT has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purpose of this PACT.

7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/ is not supplying similar product / systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product / systems or sub systems was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

8.1 The BUYER has appointed independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addressed of the Monitors to be given).

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER 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 shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the
contractual relations between the parties. The parties will offer to the Monitor the option of participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation for Investigation

In case of any allegation of violation of any provision of this Pact or payment of Commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction: The Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

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

12. Validity

12.1 The validity of this integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case Bidder is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.

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

13. The parties hereby sign this integrity Pact at New Delhi on ___________.

BUYER (ITDC)                      BIDDER (Tenderer)

Name: CHIEF EXECUTIVE OFFICER

Designation
* Provisions of these clauses would need to be amended / deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

* This Integrity Pact shall be signed by the Rep. of ITDC Ltd. On or after opening of the technical bids. But the agency has to submit the same duly signed, stamped.
FORMAT OF ANNUAL TURNOVER AS PER THE AUDITED ACCOUNTS

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Financial Year</th>
<th>Turnover(INR)</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>2015-16</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>2014-15</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>2013-14</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Average Turnover of above three year</td>
<td></td>
</tr>
</tbody>
</table>

(Signature of Authorized Signatory(CA of the Firm))

This is to certify that the above information has been examined by us on the basis of the relevant documents, books of accounts & other relevant information submitted above is as per our record.

(Signature of Authorized Signatory(CA of the Firm))

Seal of Agency
India Tourism Development Corporation Ltd.

(A Government of India Undertaking)

GENERAL CONDITIONS OF CONTRACT
AND STANDARD CONTRACT FORMS FOR
ENGINEERING WORKS
Interpretation and Definitions

Singular and Plural
1. Where the context so requires, words importing the singular only also include the plural and vice versa.

Heading and Marginal Notes to Conditions
2. Heading and marginal notes to these General Conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.

Definitions
3 (a) "Corporation" shall mean the India Tourism Development corporation having its registered office at Scope Complex, Core 8, 6th Floor, 7 Lodi Road, New Delhi – 110003, in the State of New Delhi and includes a duly authorised representative of the Corporation or any other person empowered in this behalf by the Corporation to discharge all or any of its functions.

(b) The "Accepting Authority" shall mean the Chief Engineer or his nominee on behalf of the India Tourism Development Corporation.

(c) The "Contract" shall mean the notice inviting tender, the tender and acceptance thereof and the formal agreement, if any, executed between the India Tourism Development Corporation/ Unit Engineering Division and the Contractor together with the documents referred therein including these conditions with appendices and any special conditions, the specifications, design, drawing, schedule of quantities with rates and amounts and schedule of rates. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.

(d) The "Contractor" shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal representatives of such individuals or persons composing such firm or unincorporated company, or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company.
(e) The "Contract Sum" shall mean: In the case of Item Rate Contract, the cost of work arrived at after extension of the quantities shown in Schedule of Quantities by the item rates quoted by the tenderer for the various items.

(f) A "Day" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in the day.

(g.1) "Project Engineer"/ "Assistant Engineer" shall mean the Engineering Office appointed by the India Tourism Development Corporation, who shall directly supervise and be in charge of the works for purposes of this contract and maintain liaison with the architect(s).

(g.2) "Architect(s)/ Consultant(s)" shall mean the person/ persons practicing as such and duly appointed by the Accepting Authority for the Works under a separate Agreement getting out the Architect(s)/ Consultant(s) responsibilities and terms.

(g.3) "Clerk of Works" shall mean the engineer appointed at the Works by the Accepting Authority to represent the Architect(s).

(h) "Excepted Risks" are risks due to riots (otherwise than among Contractor's employees) and civil commotion (in so far as both these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of Government, damage from aircraft, act of God, such as earthquake, lightning and unprecedented floods and other causes over which the Contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by the Corporation's of the completion has been issued or a cause solely due to Corporation's faulty design of Works.

(i) "Market Rate" shall be the rate as decided by the Project Engineer on the basis of the cost of materials inclusive of any taxes, octroi or such statutory imposition, at the time of work, and cost of labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover all overheads, supervision and profit.

(j) Schedule(s) referred to in these conditions shall mean the standard schedule of rates prescribed by the India Tourism Development Corporation and the amendments thereto issued from time to time.

(k) The "Site" shall mean the lands and/ or other places on, under, in or through which the work is to be executed under the Contract including any other lands or places which may be allotted by the Corporation or used for the purposes of the Contract.

(l) "Temporary Works" shall mean all temporary works of every kind required in or about the execution, completion or maintenance of the works.

(m) "Urgent Works" shall mean any urgent measures, which in the opinion of the Project Engineer, become necessary during the progress of the works to obviate any risk of accident or failure or which become necessary for security.

(n) A "Week" shall mean seven days without regard to the number of hours worked in any day in that week.

(o) The "Works" shall mean the works to be executed in accordance with the Contract or part (s) thereof as the case may be and shall include all extra or additional, altered or
substituted works or temporary and urgent works as required for performance of the Contract.

**Scope of Performance**

**Contract Documents**

4. The Contractor shall be furnished, free of charge one certified true copy of the Contract Document and of all further drawings, which may be issued during the progress of the Works.

4.1. A The Contractor shall use none of these documents for any purpose other than that of this Contract.

**Works to be carried out**

5. The work to be carried out under the Contract shall except as otherwise provided in these conditions, include all labour, materials, tools, plant, equipment, and transport which may be required in preparation of and for and in the full and entire execution and completion of the Works. The descriptions given in the Schedule of Quantities shall unless otherwise stated, be held to include wastage on materials, carriage and cartage and return of empties hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire executor and completion as aforesaid in accordance with goods practice and recognized principals.

**Inspection of Site**

6. The Contractor shall inspect and examine the Site and its surroundings and shall satisfy himself before submitting his tender as to nature of the ground and subsoil (as far as is practicable), the form and nature of the Site, the quantities and nature of work and materials necessary for (the completion of the Works and means of access to the site, the accommodation he may require and in general shall himself obtain all necessary) information as to risks, contingencies and other circumstances which may influence or affect his tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

**Sufficiency of Tender**

7. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the Works and of the rate and price quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided cover all his obligations under the Contract and all matter and things necessary for the proper completion and maintenance of the Works.

**Discrepancies and Adjustment of Errors**

8. The Several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small drawings and figured dimensions in preference to scale and Special Conditions in preference to General Conditions.

8.1 In the case of discrepancy between Schedule of Quantities, the Specifications and/or the Drawings, the following order of preference shall be observed:
(a) Description in Schedule of Quantities.
(b) Particular Specification and Special Conditions, if any.
(c) Drawings
(d) General Specifications

8.2 If there are varying or conflicting provisions made in any one document forming part of the Contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document.

8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission thereof from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specification or from any of his obligations under the Contract.

8.4 If on checking, there are found to be differences between the rates given by the Contractor in words and figures or in the amount worked out by him in the Schedule of Quantities and General Summary, the same shall be adjusted in accordance with the following rules:

(a) In the event of a discrepancy between description in words and figures quoted by a tenderer, the rate, which corresponds to the amount worked out by the Contractor shall be taken as correct. When the Contractor does not work out the amount of an item, or it does not correspond to the rate written either in figures or in words, the rate quoted by the Contractor is WORDS shall be taken as correct.

(b) In the event of an error occurring in the amount column of Schedule of Quantities as a result of wrong extension of the unit rate and quantity the UNIT RATE shall be regarded, as firm and extension shall be amended on the basis of the rate.

(c) All errors in totaling on the amount column and carrying forward totals shall be corrected.

(d) The totals of various sections of Schedule of Quantities as amended shall be carried over to the General Summary and the tendered sum amended accordingly. The tendered sum so altered shall, for the purpose of the tender, be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer. Any rounding off of totals in various section of the Schedule of Quantities or in General Summary by the tenderer shall be ignored.

Security Deposit

9. (a) The contractor shall permit the Corporation at time of making any payment to him for work done under the Contract to deduct such sums as will along with the amount of earnest money already deposed amount to 5 percent of the gross amount of the bill till the sums deducted amount to the maximum of Rs. 5.00 lakhs. Further, in final bill no security deposit would be deducted. Amount of 5% against performance guarantee shall be retained till defect liability period of 1 year.

9. (b) When the security deposit reaches a limit of Rs. 1,00,000/- the Contractor, if so desires, may convert the amount into Bank Guarantee from any scheduled bank. The validity of this Bank Guarantee shall extend up to the expiry of Defects Liability Period. This shall further be subject to the condition that at least one fourth of the total
Security Deposit shall remain in cash from until the expiry of the Defects Liability period.

9. (c) All compensations or other sums of money payable by the Contractor under the terms of this Contract or any other Contract or any other account whatsoever may be deducted from or paid by the sale of a sufficient part of this security deposit or from the interest arising there from or from any sum which may be due or become due to the Contractor by the Corporation on any account whatsoever and in event of his security deposit being reduced by reasons of any deduction or sale as aforesaid, the Contractor shall within fourteen days of receipt of notice of demand from the Project Engineer make good the deficit.

9. (d) Refund of Security Deposit – one half of the security deposit refundable to the Contractor worked out on the basis of the value of work completed shall be refunded to the Contractor on the Architect and/or Project Engineer’s certifying in writing that the work has been completed as per Condition 28.1hereof.

9. (e) On expiry of the Defects Liability Period the Architect and/or Project Engineer shall, on demand from the Contractor, refund to him remaining portion of the security deposit provided the Project Engineer is satisfied that there is no demand outstanding against the Contractor.

Deviations/ Variations Extent and Pricing

10. The Architect and/or Project Engineer shall have the power (i) to make alterations in, omissions from, additions to, or substitution for, the original specifications, drawings, designs and the instruction that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of Site or for any other reason, and the Contractor shall be bond to carry out the Works in accordance with any instruction given to him in writing signed by the Project Engineer and such alterations, omissions, additions or substitutions shall form part of the Contract as if originally provided. Therein any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as part of works, shall be carried out by the Contractor on the same conditions in all respect including prices on which he agreed to do the main work except as hereinafter provided. No work which radically changes the original nature of the Contract shall be ordered by the Architect/Project Engineer as a deviation and in the event of any deviation being ordered which in the opinion of the Contractor changes the original nature of the contract, he shall nevertheless carry it out and the disagreement as to the nature of the work and the rate to be paid therefore shall be resolved in accordance with Condition –49.

10.1 The time for completion of the work shall, in the event of any deviations resulting in additional cost over the Contract sum being ordered be extended as follows as requested by the Contractor:

(a) in the proportion which the original cost of the altered, additional, or substituted work, bears to the original Contract Sum; plus

(b) 25% of the time calculated in (a) above or such further additional time as may be considered reasonable by the Project Engineer.
Extra Items

11. (a) Extra Items: The rates of all authorized extra items, or additional, altered or substituted work, shall be worked out as follows:

(i) If the rate for additional, altered or substituted item of work is specified in the Schedule of Quantities, the Contractor shall carry out the additional, altered or substituted item at the same rate. In the case of composite tenders, where two or more schedules of quantities may form part of the Contract, the applicable rate shall be taken from the schedule of quantities of that particular part in which deviation is involved, failing that at the lowest applicable rate for the same item of work in the other schedule of quantities.

(ii) If the rate for any altered, additional or substituted item of work is not specified in the Schedule of Quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein. In the case of composite tenders, where two or more schedules of quantities may form part of the Contract, the applicable rate shall be taken from the schedule of quantities of that particular part in which deviation is involved, failing that at the lowest applicable rate for the same item of work in the other schedule of quantities.

(iii) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-paras (i) and (ii) above, then such item of work shall be carried out at the rate entered in the latest CPWD Schedule of Rates PLUS OR MINUS the percentage by which the tendered amount of works actually awarded is higher or lower than the estimated amount of the work actually awarded.

(iv) a) Where the rates cannot be derived in the manner (i) to (iii) above, the same shall be worked out on the basis of Market Rates or actual expenditure incurred in execution of the item inclusive of 15% Contractor’s profit, overheads and supervision charges.

b) The Contractor shall, within 14 days with the date of receipt of an order to carry out the above work, or within 14 days after having carried out the above work submit the rates which he proposes to claim for such item of work, supported by rate analysis and vouchers. The Architect/Project Engineer shall communicate to the Contractor the rates admissible for these items.

Suspension of Works

12. (a) The Contractor shall on receipt of order in writing of the Project Engineer suspend the progress of the works or any part thereof for such times in such a manner as the Project Engineer may consider necessary for any of the following reasons:

(i) on account of any default on part of the Contractor; or

(ii) for improper execution of the works or part thereof for reasons other than the default of the Contractor; or

(iii) for safety of the works or part thereof.
(iv) the Contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instruction given in that behalf by the Project Engineer.

12. (b) if the suspension is ordered for the reason (ii) and (iii) in sub-para (a) above:
(i) The Contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%.

**Time and Extension for Delay**

13. The time allowed for execution of the Works, or the extended time in accordance with these conditions shall be the essence of the Contract. The work shall commence from 07th day after the date of work order issued by the Architect/ Project Engineer or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the work as aforesaid, the Corporation shall without prejudice to any other right or remedy be at liberty to forfeit the earnest money absolutely.

13.1 The Contractor shall agree upon a time and progress charts PERT/ CPM Chart ensuring good progress accordingly.

13.2 If the Works be delayed by:
(i) Force majeure, or
(ii) Abnormally bad weather, or
(iii) Serious loss or damage due to fire, or
(iv) Civil commotion, local combination of workmen, strike or lockout, affecting any trade employed on the work, or
(v) Delay on the part of other contractor or tradesmen engaged by the Corporation in executing work not forming part of the Contract, or
(vi) non-availability of stores which are the responsibility of the corporation to supply, or
(vii) non-availability or breakdown of Tool and Plants to be supplied or supplied by the Corporation, or
(viii) any other cause which, in the absolute discretion or the authority, is beyond the Contractor's control.

Then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Project Engineer but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Project Engineer to proceed with the works.

13.3 Request for extension of time, to be eligible for consideration, shall be made by the Contractor in writing as per 28.3 within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

13.4 In any such case the authority mentioned in the Schedule 'F' may give a fair and reasonable extension of time for completion of work. Such extension shall be
communicated to the Contractor by the Architect/Project Engineer in writing within 3 months of the date of receipt of such request by the Project Engineer/Architect.

**Plant and Equipment**

14. The contractor shall arrange at his own expense all tools, plants and equipments required for the completion of the work, in such numbers or quantity as to meet the time of completion specified.

**Materials to be provided by the Contractor**

15(a) The Contractor shall arrange at his own expense, provide all materials required for the Works other than those which are to be supplied by the Corporation.

15(a)1. All materials to be supplied by the Contractor shall be in conformity with the specifications laid down in the Contract and the Contractor shall, if requested by the Project Engineer, furnish proof to the satisfaction of the Project Engineer that the materials so comply.

15(a)2. The Contractor shall, at his own expense and without delay, supply to the Project Engineer samples of materials proposed to be used in the Works. If samples are not approved, the Contractor shall forthwith arrange to supply to the Project Engineer for his approval fresh samples with the specifications laid in the Contract.

15(a)3. The Project Engineer shall have full powers to require removal of any or all the materials brought to Site by the contractor which are not in accordance with the Contract specifications or do not conform in character or quality of samples approved by him. In case of default on the part of the Contractor in removing rejected materials, the Project Engineer shall be at liberty to have them removed by other means. The Project Engineer shall have full powers to procure other proper materials to be substituted for rejected materials and in the event of Contractor refusing to comply; he may cause the same to be supplied by other means. All costs, which may attend upon such removal and/or substitution, shall be borne by the Contractor.

15(a)4. Subject as hereinafter provided in Condition 47 all charges on account of octroi, terminal or sales tax and other duties on materials obtained for the Works from any source (excluding materials supplied by the Corporation) shall be borne by the Contractor.

15(a)5. The Project Engineer shall be entitled to have tests carried out as specified in the contract for any materials supplied by the Contractor other than those for which, as stated above, satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities which the Project Engineer may require for the purpose. If no tests are specified in the Contract, and such test are required by the Project Engineer, the Contractor shall provide all facilities required for the purpose and the charges for these tests shall be borne by the Contractor only if the tests disclose that the said materials are not in accordance with the provisions of the contract. The cost of the materials consumed in the tests shall be borne by the contractor in all cases except when otherwise provided.

**Materials to be Supplied by the Corporation**

15(b). Materials to be supplied by the Corporation are shown in the Schedule 'B' which also stipulates quantum, place of issue and rate(s) to charged in respect thereof.
15(b)1. If after acceptance of the tender the Contractor desires the Corporation to supply any other materials, such materials may be supplied by the Corporation, if available, at rates to be fixed by the Accepting Authority.

15(b)2. The Contractor shall bear the cost of loading, transporting to site, unloading, storing under cover as required, assembling and joining the several parts together as necessary and incorporating or fixing materials in the Works including all preparatory work of whatsoever description may be required.

15(b)3. All materials issued to the Contractor by the Corporation for incorporation or fixing in the Works (including preparatory work) shall, on completion or foreclosure of the Works, be returned by the Contractor at his own expense, at the place of issue, after making due allowance for actual consumption, reasonable wear and tear and/or waste. The decision of the Engineer in this regard is final and binding. If the Contractor is required to deliver such materials at a place other than the place of issue, he shall do so and the transportation charge from the Site to such place, less the transportation charge, which would have been incurred by the Contractor has such materials been delivered at the place of issue, shall be borne by the Corporation.

15(b)4. Surplus materials returned by the Contractor shall be credited to him by the Project Engineer at rates not exceeding those at which these were originally issued to him after taking into consideration any deterioration or damage which may been caused to the said materials whilst in the custody of Contractor.

15(b)5. If on completion of the Works the Contractor fails to return surplus materials out of those supplied by the Corporation, then in addition to any other liability, which the Contractor would incur, The Project Engineer may, by a written notice to the Contractor, require him to pay within a fortnight of receipt of the notice, for such unreturned surplus materials at double the issue rates.

15(b)6. If cement is to be supplied by the Corporation every cement godown shall be provided with two locks on each door. The key of one lock at each door shall remain with the Project Engineer or his representative and that of the other lock with the Contractor's authorized agent at Site of Works so that cement is removed from the godown only according to daily requirements with knowledge of both the parties.

General:

15(c). Materials required for the Works, whether brought by the Contractor or supplied by the Corporation, shall be stored by the Contractor only at places approved by the Project Engineer. Storage and safe custody of materials shall be the responsibility of the Contractor.

15(c)1. Corporation's official concerned with the Contract shall be entitled at any time to inspect and examine any materials intended to be used on the Works either on the Site or at factory or workshop or other place(s) where such materials are assembled/ fabricated/ manufactured or at any place(s) where these are lying or from where these are obtained and the Contractor shall give such facilities as may be required for inspection and examination.
15(c)2. All materials brought to the Site shall become and remain to be the property of the Corporation and shall not be removed off the Site without the prior written approval of the Project Engineer. But whenever the Works are finally completed and advance, if any, is respect of such material is fully recovered, the Contractor shall, at his own expense, fore with remove from the Site surplus materials, originally supplied by him and upon such removal, the same shall revest and become the property of the Contractor.

**Labour**

16. The Contractor shall employ labour in sufficient numbers either directly or through subcontractors, where such subletting is permitted, to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of Project Engineer. The Contractor shall not employ in connection with the Works any person who has not completed his fifteen-year of age.


16.2. The Contractor shall indemnify the Corporation against any payments to be made under and for observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.

**Setting out the Works**

17. The Contractor shall provide all labour and setting out apparatus required and set out the Works and be responsible for the accuracy of the same. He shall amend at his own cost any error found at any stage which may arise through inaccurate setting out.

**Site Drainage**

18(a). All water which may accumulate on the Site during the progress of the Works or in trenches and excavations, from other than the Expected Risks shall be removed from the Site to the satisfaction of the Project Engineer and at the contractor's expense.

18(b). Nuisance: The Contractor Shall not at any time do, cause or permit any nuisance on the Site or do anything which shall cause unnecessary disturbance or inconvenience to the owners, tenants or occupiers, other properties near the site and to the public generally.

**Materials Obtained from Excavation**

19. Material of any kind obtained from excavation on the Site shall remain the property of Corporation and shall be disposed off as the Project Engineer might desire.

**Treasure Trove, fossils etc.**

20. All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the Site shall be the absolute property of the Corporation and the Contractor shall take reasonable
precautions to prevent his workmen or any other person from removing or damaging
any such articles or thing and shall immediately upon discovery thereof and before
removal acquaint the Project Engineer with such discovery and carry out the Project
Engineer's direction as to the disposal of the same at the expense of the Corporation.

**Protection of Trees**

21. Trees designated by the Project Engineer shall be protected from damage during the
course of the Works and earth level within 1 M of each such tree shall not be
changed. Where necessary, such trees shall be protected by providing temporary
fencing.

**Watching and Lighting**

22. The Contractor shall provide and maintain at his own expense all lights, guards,
fencing and watching when and where necessary or required by the Project Engineer
for the protection of work or for the safety and convenience of those employed on the
Works or the public.

**Contractor's Supervision**

23. The Contractor shall either himself supervise the execution of works or shall appoint a
qualified Engineer approved by the Architect/Project Engineer to act instead. If the
Contractor fails to appoint suitable agent as directed by the Engineer-In-Charge, the
Engineer-in-Charge shall have full powers to suspend the execution of works until
such date as a suitable agent is appointed and the Contractor shall be held
responsible for the delay so caused to the Works.

**Inspection and Approval**

24. All works embracing more than one process shall be subject to examination and
approval at each stage thereof and the Contractor shall give due notice to the
Architect/Project Engineer or his authorized representative when each stage is
ready. In default of such notice, the Project Engineer shall be entitled to appraise the
quality and extent thereof.

24.1 No work shall be covered up or put out of view without the approval of the Architect/
Project Engineer or his authorised representative and the Contractor shall afford full
opportunity for examination and measurement of any work which is about to be
covered up or put out of view and for examination of foundation before permanent
work is placed thereon. The Contractor shall give due notice to the Project Engineer
or his authorised representative whenever any such work of foundation is ready for
examination and the Architect/Project Engineer or his representative shall, without
unreasonable delay, unless he considers it necessary and advises the Contractor
accordingly, attend for the purpose of examination and measuring such work or of
examining such foundations. In the event of the failure of the Contractor to give such
notice, he shall, if required by the Architect/Project Engineer, uncover such works at
the Contractor's expense.

24.2 Departmental officers concerned with the Contract shall have powers at any time to
inspect and examine any part of the works and the Contractor shall give such
facilities as may be required for such inspection and examination.
Removal of Workmen

25. The Contractor shall employ in and about the execution of the works only such persons as are skilled and experienced in their several trades and the Architect/Project Engineer shall be at liberty to object to and require the Contractor to remove from the Works any person employed by the Contractor in or about the execution of the Works who in the opinion of Project Engineer misconducts himself or is incompetent or negligent in the proper performance of his duties and such persons shall not be employed upon the Works without permission of Architect/Project Engineer.

Uncovering and Making Good

26. The Contractor shall uncover any part of the Works and/or make openings in or through the same as the Project Engineer may from time to time direct for his verification and shall reinstate and make good such parts to the satisfaction of Architect/Project Engineer. If any such part has been covered up or put out of view after being approved by Project Engineer and is subsequently found on uncovering to be executed in accordance with the Contract, the expense of uncovering and/or making openings in or through reinstating and making good the same shall be borne by the Contractor. In any other case all such expenses shall be borne by the Contractor.

Work during Night or on Sundays and Holidays

27. Subject to any provisions to the contrary contained in the Contract, if works have to be carried out during nights or on Sundays or on Holidays, permission in writing of the Project Engineer shall be obtained except when the work is unavoidable or absolutely necessary for the safety of life, property or works in which case the Contractor shall immediately advise the Project Engineer accordingly.

Completion Certificate

28.1 As soon as the work is completed, the Contractor shall give notice of such completion to the Project Engineer and within 45 days of receipt of such notice the Project Engineer shall inspect the work and shall furnish the Contractor with a certificate of completion indicating (a) the date of completion, (b) defects to be rectified by the Contractor, and/or (c) items for which payment shall be made at reduced rates. When separate periods of completion have been specified for items or group of items the Project Engineer shall issue separate completion certificates for such items or group of items. No certificate of completion shall be issued, nor shall the work be considered to be completed till the Contractor shall have removed from the premises on which the work has been executed, all scaffoldings, sheds and surplus materials, except such as are required for rectification of defects, rubbish and all huts and sanitary arrangements required for his workmen on the Site in connection with the execution of work, and cleaned floor, gutters and drains, eased doors and sashes, oiled locks and fastenings, labeled keys clearly and handed them over to the Project Engineer or his representative and made the whole premises fit for immediate occupation or use to the satisfaction of the Project Engineer.

28.2 If at any time before the completion of the entire work, items or groups of items for which separate periods of completion have been specified, have been completed, the
Architect/Project Engineer, with the consent of the Contractor, takes possession of any part or parts of the same (any such part(s) being hereinafter in this condition referred to as "the relevant part") then not withstanding anything expressed or implied elsewhere in the Contract:

(a) Within thirty days of the date of completion of such item or group of items or of possession of relevant part, the Project Engineer shall issue completion certificate for the relevant part as in Condition 30 provided the Contractor fulfills his obligations under that Condition for the relevant part.

(b) The Defects Liability period in respect of such items and the relevant part shall be deemed to have commenced from the certified date of completion of such item or relevant part as the case may be.

(c) For the purpose of ascertaining compensation for delay under Condition 29 in respect of any period during which the Works are not complete, the relevant part will be deemed to form a separate item or group, with date of completion as given in the Contract or as extended under Condition 13 and actual date of completion as certified by the Project Engineer under this Condition.

**Hindrance Register**

28.3 A Hindrance Register shall be maintained at the site of work showing the items affected, the date on which the delay occurred and the date on which the delay was cleared. These entries shall be initiated by the Project Engineer as well as the Contractor's authorized representative. The Hindrance Register shall also be inspected by the Architect during their inspection of work and initialed in token thereof. Request for extension shall be made as per Performa enclosed in the Contract.

**Compensation for Delay**

29. If the Contractor fails to maintain the required progress in terms of Condition 13 or to complete the work and clear the site on or before the Contract or extended date of period of completion, he shall, without prejudice to any other right or remedy of the Corporation on account of such breach pay as agreed compensation amount calculated as stipulated below or such smaller amounts as may be fixed by the authority mentioned in Schedule "F" on the Contract value of work for every week that the progress remains below that specified in Condition 13 and 14 or that the work remains incomplete.

This will also apply to *items or group of items* for which separate period of completion has been specified:

1% (one percent) of the Contract subject to a maximum or Rs 10,000 per week or a part thereof for the first four weeks of delay and subsequent delay for every week or part thereof amount shall be 2% of the contract amount subject to maximum of Rs. One lakh per week. Total compensation for delay shall further be subject to an overall maximum of 15% (fifteen percent) of the Contract amount as awarded. The decision of the competent officer shall be final and binding.

29.1 The amount of compensation may be adjusted or set off against any sum payable to the Contractor under this or any other contract with the Corporation.
Defects Liability Period

30. The Contractor shall be responsible to make good and remedy at his own expense within such period as may be stipulated by the Project Engineer any defect which may develop or may be noticed before the expiry of the period mentioned in Schedule 'F' hereto from the certified date of completion and intimation of which has been sent to the Contractor within seven days of the expiry of the said period by a letter sent by hand delivery or by registered post.

30.1 The defects liability period for building works, sanitary works, signages, fixtures, plant and machinery etc. ONE YEAR from the date of completion.

Contractor's Liability and Insurance

31. From commencement to completion of the Works, the Contractor shall take full responsibility for the care thereof and for taking precaution to prevent loss or damage and to minimize loss or loss to the greatest extent possible and shall be liable for any damage or loss that may happen to Works or any part thereof and all Corporation's T&P from any cause whatsoever (save and except the Excepted Risks) and shall at his own cost repair and make good the same so that at completion, the Works and all Corporation's T&P shall be in good order and condition and in conformity in every respect with the requirements of the Contract and instruction of the Project Engineer.

31.1 The Contractor shall indemnify and keep indemnified the Corporation against all losses and claims for injuries and damage to any person or property whatsoever which may arise out of or in consequence of the construction and maintenance of the Works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto PROVIDED always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the Corporation against any compensation of damage caused by the Excepted Risks.

31.2 Before commencing execution of the work, the Contractor shall, without in any way limiting his obligations and responsibilities under this condition, insure against any damage, loss or injury which may occur to any property (excluding that of the Corporation but including the corporation's building rented by the Contractor wholly or in a part and any part of which is used by him for storing combustible materials), or to any person (including any employee of the corporation) by or arising out of the Contract.

31.3 The Contractor shall at all times indemnify the Corporation against all claims, damages or compensation under the provisions of Payment of Wages Act 1936, Minimum Wages Act 1948, Employer's Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act 1947 and the Maternity Benefit Act, 1961, or any other modifications thereof or any other law relating thereto and rules made there under from time to time as a consequence or any accidental injury to any workmen or other person in or about the Works, whether in the employment of the Contractor or not, save and except where such accident or injury has resulted from any act of Corporation, his agents or servants and also against all costs, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may, with the consent of Contractor, be paid to compromise or compound and claim. Without limiting his obligations and liabilities as above provided,
the Contractor shall insure against all claims, damages or compensations payable under the Workmen's Compensation Act 1923 or any modification thereof or any other law relating thereto.

31.4 The aforesaid insurance policy/policies shall be provided and that they shall not be cancelled till the Architect/Project Engineer has agreed to their cancellation.

31.5 The Contractor shall prove to the Architect/Project Engineer from time to time that he has taken out all the insurance policies reference to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defects liability Period.

31.6 The Contractor shall ensure that similar insurance policies are taken out by his sub-contractors (if any) and shall be responsible for any claims or losses to the Corporation resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be produced by his sub-contractors (if any) as the case may be, the relevant policy or policies and premium receipts as ands when required by the Architect/Project Engineer.

31.7 The Contractor and/or his sub-contractor (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract then any such case the Corporation may, without being bound to effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Corporation from any money dues or which may become due to Contractor or recover the same as a debt due from the Contractor.

Facilities to Other Contractors

32. The Contractor shall in accordance with the requirements of the Architect/Project Engineer, afford all reasonable facilities to other contractors engaged contemporaneously on separate contracts, in connection of the Works and for departmental labour and labour of any other properly authorized authority or statutory body which may be employed at the Site on execution of any work not included in the Contract or of any contract which the Corporation may enter into in connection with ancillary to the works.

Notices to Local Bodies

33. The Contractor shall comply with and give notices required under Governmental Authority, instrument, rule or order made under any Act of Parliament, State Laws or any regulation or bye-laws of any local authority relating to the Works. He shall before making any variation from the Contract drawings necessarily by such compliance give to the Architect/Project Engineer a written notice giving reasons for the proposed variation and obtain the Project Engineer's instruction.

33.1 The Contractor shall pay and indemnify the Corporation against any liability in respect of any fees or charges payable under any Act of Parliament, State Laws or any Government instrument, rule of order and any regulation or byelaws of any local authority in respect of the Works.
Sub-Contracts

34. The Contractor shall not sublet any portion of the Contract without the prior written approval of the Accepting Authority.

Instruction and Notices

35. Subject as otherwise provided in this Contract, all notices to be given on behalf of the Corporation and all other actions to be taken on its behalf may be given or taken by the Architect/ Project Engineer or any officer from the time being entrusted with the functions, duties and powers of the Architect/ Project Engineer.

35.1 All instructions, notices and communications etc. under the Contract shall be given in writing and if sent by registered post to the last known place of abode or business of the Contractor shall be deemed to have been served on the date when in ordinary course of post these would have been delivered to him.

35.2 The Contractor or his agent shall be in attendance at the Site(s) during all working hours and shall superintend the execution of Works with such additional assistance in each trade as the Architect/ Project Engineer may consider necessary. Orders given to the Contractor's Agent shall be considered to have the same force as if they have been given to the Contractor himself.

35.3 The Project Engineer shall communicate or confirm his instructions to the Contractor in respect of the execution of work in a "Work Site Order Book" maintained in the office of Architect/ Project Engineer and the Contractor or his authorized representative shall confirm receipt of such instructions by signing the relevant entries in this book. If required by the Contractor, he shall be furnished a certified true copy of such instruction(s).

Foreclosure of Contract in Full or in Part due to Abandonment or reduction in Scope of Work

36. If at any time after acceptance of the tender the corporation shall decide to abandon or reduce the scope of the Works for any reason whatsoever and hence not require the whole or any part of the Works to be carried out, the Architect/ Project Engineer shall give notice in writing to that effect to the Contractor and the Contractor shall have no claim to any payment or compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the Works in full but which he did not derive in consequence of the foreclosure of the whole or part of the Works.

36.1 The Contractor shall be paid at Contract rates full amount for works executed at Site and in addition, a reasonable amount as certified by the Project Engineer for the terms hereunder mentioned which could not be utilized on the work to the full extent because of the foreclosure:

(a) Any expenditure incurred on preliminary Site work e.g. temporary access roads, temporary labour huts, staff quarters and Site office, storage accommodation and water storage tanks.

(b) (i) The Corporation shall have the option to take over Contractor's materials or any part thereof either brought to Site or of which the Contractor is legally bound
to accept delivery from suppliers (for incorporation in or incidental to the works), provided however, the Corporation shall be bound to take over the materials or such portions thereof as the Contractor does not desire to retain. For materials taken over by the Corporation, cost of such materials shall be borne by the Corporation. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the Contractor.

(b) (ii) For the Contractor's materials not retained by the Corporation, reasonable cost of transporting such materials from Site to Contractor's permanent store or his other works, whichever is less, shall be paid. If materials are not transported either of the said places, no cost of transportation shall be payable.

(c) If any material supplied by the Corporation are required surplus, the same except normal wastage shall be returned by the Contractor to the Corporation at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials in custody of the Contractor. In addition, cost of transporting such materials from Site to the Corporation store, if so required by the Corporation.

(d) Reasonable compensation for transfer of T&P from Site to Contractor's permanent stores or to his other works, whichever is less, if T&P are not transported to either of the said places, no cost of transportation shall be payable.

36.2 The Contractor shall, if required by the Architect/ Project Engineer, furnish to him books of account, wage book, time sheet another relevant documents as may be necessary to enable him to certify the reasonable amount payable under this Condition.

**Termination of Contract for Death**

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

**Cancellation of Contract in Full or in Part**

38. If the Contractor:
(a) At any times makes default in proceeding with the works with due diligence and continues to do so after a notice in writing of 7 days from the Architect/ Project Engineer; or

(b) Commits default in complying with any of the terms and conditions of the Contract and does not remedy it or take effective steps to remedy it within 7 days after notice in writing is given to him in that behalf by the Architect/ Project Engineer; or

(c) Fails to complete the Works or items of work with individual dates of completion, on or before the dates(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Architect/ Project Engineer; or

(d) Shall offer or give or agree to give any person Corporation's service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or fore bearing to do or to having done or fore borne to do any act in relation to the obtaining or execution of this or any other Contract for the Corporation; or

(e) Shall enter into a contract with the Corporation in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars, any such commission and the terms of the payment thereof have previously been disclosed in writing to the Accepting Authority/ Project Engineer; or

(f) Shall obtain a Contract with the Corporation as a result of ring tendering or other non-bona fide methods of competitive tendering; or

(g) Being an individual, or if a firm, any partner thereof, shall at a time adjudged insolvent or having receiving order or for administration for his estate made against him or shall take any proceedings for liquidation/ composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effect or composition or arrangement for the benefit of his creditors or purport to do so, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for the benefit of his creditors; or

(h) Being a company shall pass a resolution of or the Court shall make an order for the liquidation of its affairs, or receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitles the Court on debenture holders to appoint a receiver or Manager; or

(i) Shall suffer and execution being levied on his goods and allow it to be continued for a period of 21 days; or

(j) Assigns, transfers, sublets (engagement of labour on a piecework basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or attempt to assign transfer or sublet the entire Works or any portion thereof without the prior written approval of the Accepting Authority, Accepting Authority may, without prejudice or any other right to remedy which shall have accrued thereafter to the Corporation by written notice, cancel the Contract as a whole or only such items of work in default from the Contract.
38.1 The Accepting Authority shall on such cancellation have powers to:

(a) Take possession of the Site and any materials, constructional plants, implements, stores etc. thereon; and/or

(b) Carry out the incomplete work by any means AT THE RISK AND COST OF THE CONTRACTOR

38.2 On cancellation of the Contract in full or in part, the Architect/ Project Engineer shall determine what amount, if any, is recoverable from the Contractor for completion of the Works or part of the Works or in case the Works or part of the Works is not to be completed, the loss or damage suffered by the Corporation. In determining the amount, credit shall be given to the Contractor for the value of the work executed by him up to the time of cancellation, the value of Contractor's materials taken over and incorporated in the work and use of labour and machinery belonging to the Contractor.

38.3 Any excess expenditure incurred or to be incurred by the Corporation in completing the Works or part of the works or the excess loss or damages suffered or may be suffered by the Corporation as aforesaid after allowing such credit shall be recovered from any money due to the Contractor on any account, and if such money is not sufficient, the Contractor shall be called upon in writing to pay the same within 30 days.

38.4 If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Architect/ Project Engineer shall have the right to sell any or all of the Contractor's temporary buildings etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the Contract and if thereafter there be any balance outstanding from the Contractor, it shall be recovered in accordance with the provisions of the Contract.

38.5 Any sums in excess of the amounts due to the Corporation and unsold materials, constructional plants etc. shall be returned to the Contractor, provided always that if cost or anticipated cost of the completion by the Corporation of the Works or part of the works is less than the amount which the Contractor would have been paid had he completed the Works or part of the Works, such benefits shall not accrue to the contractor.

Liability for Damages, Defects or Imperfections and rectification thereof

39. If the Contractor or his workmen or employees shall injure or destroy any part of the building in which they may have been working or any building, road, fence etc. contiguous to the premises on which the work or any part of it is being executed, or if any damages shall happen to the work while in the progress the Contractor shall upon receipt of notice in writing in that behalf, make the same good at his own expense. If it appears to the Architect/ Project Engineer or his representative at any time during the construction or re-construction or prior to the expiration of the DEFECTS LIABILITY PERIOD that any work has been executed with unsound, imperfect or unskilled workmanship or that any material or materials or articles provided by the Contractor for execution of the Works are unsound or faulty or inferior to that contracted for, or otherwise not in accordance with the Contract, or that any defect, shrinkage or other faults have appeared in the work or arising out of defective
or improper materials or workmanship, the Contractor shall upon receipt of a notice in writing in that behalf from the Architect/Project Engineer, forthwith rectify or remove and reconstruct the work so specified in the whole or in part, as the case may require or as the case may be, and/or remove the materials or article so specified and provide other proper and suitable materials or articles at his own expense, notwithstanding that the same may have been inadvertently passed, certified and paid for and in the event of his failing to do so within the PERIOD TO BE SPECIFIED by the Architect/Project Engineer in his notice aforesaid, the Project Engineer may rectify or remove and replace with others in the materials or articles complained of, as the case may, by other means AT THE RISK AND EXPENSE OF THE CONTRACTOR.

39.1. In case of repairs and maintenance works, splashes and droppings from white-washing, painting, etc. shall be removed and surfaces cleaned simultaneously with completion of these items or work, individual rooms, quarters or premises etc. where the work is done, without waiting for completion of all other items of work in the Contract. In case the Contractor fails to comply with the requirements of this condition, the Project Engineer shall have the right to get the work done from other means at the cost of the Contractor. Before taking such action, however, the Project Engineer shall give three days notice in writing to the Contractor.

Urgent Works

40. If any urgent work (in respect whereof the decision of the Architect/Project Engineer shall be final and binding) becomes necessary and the Contractor is unable or unwilling at once to carry it out, the Architect/Project Engineer may, by his own or other working people, carry it out as he may consider necessary. If the urgent work shall be such as the Contractor is liable under the Contract to carry it out at his expense, all expenses incurred on it by the Corporation shall be recoverable from the Contractor and be adjusted for set-off against any sum payable to him.

Changes in Constitution

41. Where the Contractor is a partnership firm, prior approval in writing of the Accepting Authority shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu Undivided family business concern such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the Work hereby undertaken by the Contractor. If prior approval as aforesaid is not obtained the Contract shall be deemed to have been assigned in contravention of Condition 38(i) hereof and the same action may be taken and the same consequences shall ensue as provided for in the said Condition 38.

Valuation and Payment

Records and Measurement

42. The Architect/Project Engineer shall, except as otherwise stated, ascertain and determine by measurement the value in accordance with the Contract of work done in accordance therewith:
42.1 All items having a financial value shall be entered in Measurement Book, Level Book, etc. prescribed by the Corporation so that the complete record is obtained of all work performed under the Contract.

42.2 Measurements shall be taken jointly by the Clerk-of-Works/ Project Engineer and by the Contractor or his authorised representative.

42.3 Before taking measurements of any work, the Project Engineer or the person deputed by him for the purpose shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send an authorized representative for measurements after such a notice or fails to countersign or to record the objection within a week from the date of measurements then in any such event measurements taken by the Clerk-of-Works/ Project Engineer or by the person deputed by him shall be taken to be correct measurements of the works.

42.4 The Contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurement.

42.5 Measurements shall be signed and dated by both the parties each day on the Site on completion of measurements. If the Contractor objects to any of the measurements recorded on behalf of the Corporation, a note to that effect shall be made in the Measurement Book against the item objected to and such note shall be signed and dated by both the parties engaged in taking the measurements.

Methods of Measurement

43. Except where any general or detailed description of the work in quantities explicitly shows to the contrary, Schedule of Quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the Schedule of Rates/ Specification notwithstanding any provision in the relevant standard method of the measurement or any general or local custom. In the case of items which are not covered by the Schedule of Rate/ Specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards.

Payment on Account

44. Interim bill shall be submitted by the Contractor at intervals mentioned in Schedule ‘F’ on or before the date fixed by the Project Engineer for the work executed. The Architect/ Project Engineer shall then arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work.

44.1 Payment on Account for amount admissible shall be made on the Architect/ Project Engineer certifying the sum to which the Contractor is considered, entitled by way of interim payment for the following:

(a) All work executed, after deducting there from the amounts already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the Contract.

(b) 75% of the cost (as assessed by the Architect/ Project Engineer of any materials which are in the opinion of the Project Engineer reasonably required in accordance with the Contract and have been brought to Site for incorporation in the works and are safe guarded against loss due to any cause whatsoever to the
satisfaction of the Architect/ Project Engineer, but have not been so incorporated; provided the Contractor provides an insurance cover for the full cost of the PERISHABLE MATERIALS.

44.2 The advance payments under (b) above shall be adjusted as and when materials are utilized in the works.

44.3 Any interim certificate given relating to work done or materials delivered, may be modified or corrected by subsequent interim certificate or by the final certificate. No certificate of the Architect/ Project Engineer supporting an interim payment shall or itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the Contract.

44.4 Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided.

**Time Limit for Payment of Final Bill**

45. The final bill shall be submitted by the Contractor WITHIN THREE MONTHS of physical completion of the Works. No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and at rates as approved by the Architect/ Project Engineer, shall be made within the period specified hereunder, the period being reckoned from the date of receipt of the bill by Architect/ Project Engineer:

(a) Contract amount not exceeding Rs. 5 lakh ---------Four Months

(b) Contract Amount exceeding Rs. 5 Lakh ------------ Six Months

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

**Reimbursement in Variation in Price**

46. (a) Materials if after submission of the tender and/or during the progress of the work, the price of any materials (not being a material supplied by the Accepting Authority in accordance with the Condition of the Contract) is increased by an Act of Legislature (Central or States) and/or any notification there under or on account of new duties or levies such as octroi or on account of increase in such duties affecting the price of materials required for incorporation in the Works or the price of any item to be incorporated in the Works and made from materials of which the price increased as aforesaid and the Contractor has thereupon to pay in respect of such materials or item a price which is higher than the price of that material or item as prevailing before the passing of such Act or Levying, increasing of such duties, the Corporation shall in case of increase in price or the duty reimburse to the Contractor the increase in price or the additional or increased duty paid by the Contractor.

**Overpayments and Underpayments**

47.1 Whenever any claim for the payment of a sum of money to the Corporation arises out of or under this Contract against the Contractor the same may be deducted by the
Corporation from any sum then due or which at anytime thereafter may become due to the Contractor under this Contract and failing that under any other Contract with the Corporation or from any other sum due to the Contractor from the Corporation (which may be available with Corporation) or from his security deposit, or he shall pay the claim on demand.

47.2 The Corporation reserves the right to carry out post payment audit and technical examination of the final bill including all supporting voucher, vouchers, abstracts etc. The Corporation further reserves the right to enforce recovery of any over payment when deducted notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before and arbitrator appointed under Condition 48 of this Contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.

47.3 If as result of such audit and technical examination any overpayment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the Contract, it shall be recovered by the corporation from the Contractor by any or all of the methods prescribed above or if any underpayment is discovered, the amount shall be duly paid to the Contractor by the Corporation.

47.4 Provided that the aforesaid right of the Corporation to adjust overpayment against amount due to the Contractor under any other Contract with the Corporation shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the Contractor under the MINUS final bill is communicated to the Contractor.

47.5 Any amount due to the Contractor under this Contract for underpayment may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the Contractor, from him to the Corporation on any other Contract or account whatsoever.

Arbitration and Laws

Arbitration

48. Except where otherwise provided for in the Contract all questions and disputes relating to the meaning of the specification, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out or relating to the Contract, design, drawing, specifications, estimates, instructions, orders or these conditions or otherwise concerning the Works, or execution or failure to execute the same whether arising during the progress if the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Managing Director/Chief engineer of the India Tourism Development Corporation or any other person appointed by him. There will be no objection if the arbitrator so appointed is an employee of India Tourism Development Corporation 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 had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred or vacating this office or being unable to act for any reason, the ** Managing Director/Chief Engineer 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 the Managing Director/ Chief Engineer, 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 in dispute is Rs. 50000/- (Rupees Fifty thousand) and above, the arbitrator shall give reasons for the award.

49. Subject as aforesaid the provision of the Arbitration Act 1940, or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a 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.

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

The work under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the Contractor shall be withheld on account of such proceedings.

The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing. The arbitrator shall give a separate award in respect of each dispute or difference referred to him.

The venue of arbitration shall be such laces as may be fixed by the arbitrator in his sole discretion. The award of the arbitrator shall be final, conclusive and binding on all parties to this Contract.

**Laws Governing the Contract**

50. This contract shall be governed by the Indian Laws for the time being in force.

** The authority appointing the arbitrator should not be lower in rank than the Authority accepting the agreement.
TENDER

To
India tourism Development Corporation

Unit:

(Hereinafter referred to as the Corporation)

I/ We have read and examined the following documents relating to the


Notice Inviting tender

(a) Schedule A, B.C. & F.
(b) Specifications
(c) Drawings.
(d) Special Conditions

I/ We hereby tender for the execution of the work referred to in the aforesaid documents upon the terms and conditions contained or referred to therein and in accordance in all respect with the specifications, designs, drawings and other relevant details at the rates contained in Schedule ‘A’ and within the period(s) of completion as stipulated in Schedule ‘F’.

If I/ We fail to keep the tender open for a period of 90 (ninety) days validity after opening of tender(s), or make any modifications in terms of conditions of the tender which are not acceptable to the Corporation, I/ We agree that the Corporation shall, without prejudice to any other right or remedy, be at liberty to forfeit the earnest money absolutely. Should this tender be accepted, I/ We hereby agree to abide by and fulfill the terms, conditions and provisions of the aforesaid documents.

If, after the tender accepted, I/We fail to commence the execution of works as provided in the conditions, I/We agree that the Corporation shall, without prejudice to any of their right or remedy, be at liberty to forfeit the said earnest money absolutely.

Witness………………………………………

Signature………………………………………………

Date………………………………………

In capacity of……………………………………

Address……………………………………………

Duly authorized to sign

The tender on behalf

(in Block letters)
Schedule 'F'

Reference to General Conditions of Contract

(To be signed by the contractor(s) at the time of signing the agreement)

Condition No.

Schedule 'B'

3 (b) Accepting Authority

3 (i) Market Rate-percentage addition to cover overheads and supervision.

9 (a) Estimated Cost of the works put to tender

(b) Earnest Money (2% of the estimated cost of the works)

(c) Security Deposit (5% of the gross value of the Works subject to a maximum of Rs. 5.00 Lakh)

11 (i) Schedule of rates applicable

Percentage adjustment to the rates in the Schedule of Rates, for pricing deviations.

13. Time allowed for execution of work (to be reckoned from the 7th day after the date of letter of Intent or handing over of site whichever is later)

29. Compensation for Delay:

1% (one percent) of the Contract subject to a maximum or Rs 10,000 per week or a part thereof for the first four weeks of delay and subsequent delay for every week or part thereof amount shall be 2% of the contract amount subject to maximum of Rs. One lakh per week. Total compensation for delay shall further be subject to an overall maximum of 15% (fifteen percent) of the Contract amount as awarded. The decision of the competent officer shall be final and binding.

30 Defects Liability Period

30.1 Under water Floats, Anchors etc.

44 Interim Bill

45 Final Bill

a) Contract amount not exceeding –Rs. 5.00 lacs

b) Contract amount exceeding – Rs.5.00 lacs.

Rs.43,39,900.00

Rs.86800.00

Latest CPWD S.O.R/SCN-SOR M

Six (06) Months

Building works, sanitary works, signages, fixtures, plant and machinery etc. ONE YEAR from the date of completion.

Monthly or as certified by the Architect/ Project Engineer.

Four Months

Six Months
Materials for issue to the contractor

(See Condition 15)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Particulars</th>
<th>Rate at which material will be issued</th>
<th>Quantity</th>
<th>Place of Issue</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Unit</td>
<td>Rs.</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>NIL</td>
<td>NIL</td>
<td>NIL</td>
<td>NIL</td>
</tr>
</tbody>
</table>

Signature of Issuing Officer: ............................................

Signature of Contractor: ..............................................

Date: .................................................................

Date: .................................................................
 Schedule 'C'
For recommending extension of Time

(1) Name of Work
(2) Name of Contractor
(3) Name of Architect
(4) Contract Amount
(5) Final gross value of Work including cost of extra items.
(6) Date of award of the Work
(7) Date of commencement of Work.
(8) Completion date as per the Contract.
(9) Actual date of completion.
(10) Period requiring extension.
(11) Amount of compensation for delay as per the Contract.
(12) Reference to contractor's letter(s) of application seeking extension of time within due date as per the contract.
(13) Reasons for delay and justifications:
   (a) _____________________________
   (b) _____________________________
   (c) _____________________________
   (d) _____________________________

(14) Conclusion:
   (a) Full extension is recommended without levy of compensation amount.
   OR (b) Full extension is recommended with levy of compensation amount of Rs.......................for period........................................days..............................

(Strike out words, which are not applicable)

SIGNATURES:

Assistant Engineer  Executive Engineer  Architect

Project Engineer

Note: duplicate typed copies of extracts from Hindrance Register should be enclosed with this Performa.
Form Of Bank Guarantee in lieu of Security Deposit

Individual Contract
(General Condition No. 9)

To

India Tourism Development Corporation, Scope Complex, Core-8, 6th floor,
Lodi Road New Delhi-110003

1. In consideration of I.T.D.C………………………of………………………………………………
   (hereinafter called the "Corporation" which expression shall unless repugnant to
   the subject or context include his successor and assigns) having agreed under
   the terms and conditions of Contract No…………………………………..Date……………… made between
   ……………………………………………………………………...and the Corporation in
   connection with ……………………………………………... (hereinafter called the said
   Contract) to accept a Deed of Guarantee as herein provided for
   Rs……………………….. from a Scheduled Bank in lieu of the Security deposit
   to be made by the Contractor or in lieu of the deduction to be made from the
   Contractor's bills for the due fulfillment by the said Contractor on the terms and
   conditions contained in the said Contract we, the
   …………………………………………………………………………………..Bank Ltd. (hereinafter referred
   to as the said Bank) a company under the Companies Act , 1956 and having our
   registered office at
   …………………………………………………………………………………..do hereby
   undertake and agree to indemnify and keep indemnified the corporation from
   time to time to the extent of Rs…………………..(Rupees……………………………………only) against any
   losses, damage, cost, charges and expenses caused to or suffered by or that
   may be caused to or suffered by the Corporation by reason of any breach or
   breaches by the said Contractor of any of the terms and conditions contained in
   the said Contract and to unconditionally pay the amount claimed by the
   Corporation on demand and without demur to the extent aforesaid.

2. We. ……………………………Bank Ltd. further agree that the corporation shall
   be the sole judge of and as to whether said Contractor has committed any
   breach or breaches of any of the terms and conditions of the said Contract and
   the extent of loss, damage, costs, charges and expenses caused or suffered by
   or that may be caused or suffered by the Corporation on account thereof and
   the decision of the Corporation that the said Contractor has committed such
   breach or breaches and as to the amount or amounts of loss, damage, costs,
   charges and expenses suffered by or that may be causes to or suffered by the
   Corporation from time to time shall be final and binding on us.
3. We, the said bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and till all the dues of the Corporation under the said Contract or by virtue of any of the terms and conditions governing the said Contract have been fully paid and its claims satisfied or discharged and till………………………………certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said claim under this Guarantee after ………………….years from the date of expiry of the defects Liability Period as provided in the said Contract or from the date of cancellation of the said Contract, as the case may be unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the of the said period of……………years in which case the same shall be enforceable against the Bank notwithstanding the fact, that the same is enforced after the expiry of the said period of ………..years.

4. The Corporation shall have the fullest liberty without effecting in any way the liability of the Bank under this Guarantee or Indemnity, from time to time to vary any of the terms and conditions of the said Contract or to extend the time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forebear from enforcing any of the terms and conditions governing the said Contract or securities available to the Corporation and the said Bank shall not released from its liability under these presents any exercise by the Corporation of the liability with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of the corporation or any indulgence by the Corporation to the said Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the Bank from its such liability.

5. It shall not be necessary for the Corporation to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which the Corporation may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.

6. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Corporation in writing and agree that any change in the constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.

Dated this…………………………………day of……………………..2017

For and on behalf of the Bank

The above Bank Guarantee is accepted by India Tourism Development Corporation /
For and on behalf of the I.T.D.C.
..............................................................
Of......................................................
Sd......................................................
Dated...................................................
(Name & Designation)

NOTES:

For Proprietary Concerns
Sri........................................son of. ..................resident of .......... carrying on business under the name & style of......at........... (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include his heirs, executors, administrators, legal representatives).

For Partnership Concerns.
(a) Sri ........................................Son of..................... resident of ............

(b) Sri .........................................Son of..................... resident of ...............Carrying on business under the name and style of..............................(hereinafter collectively called "the said Contractor" which expression shall unless the context requires otherwise include each of them and their respective heir, executors, administrators and legal representatives).

For Companies
S/Sri ..............................................a company under the Companies Act, 1956 having its registered office at ...............................................................in the state of ..............(hereinafter called the said Contractor which expression shall unless the context requires otherwise shall include list successors and assigns).
BANK GUARANTEE FOR ADVANCE TO CONTRACTORS

To
The India Tourism Development Corporation Ltd.
Scope Complex
Core 8, 6th Floor, 7 Lodi Road
New Delhi –110003

This Bank Guarantee made this ........................................... between ........................................ (hereinafter referred to as guarantor) in favour of India Tourism Development Corporation Limited, a company registered under Companies Act 1956, having its registered office at Scope Complex, Core 8, 6th floor, 7 Lodi, Road, New Delhi –110003 (hereinafter referred to as employer)

Whereas M/s…………………………. (hereinafter called the contractor) has entered into a contract with the employer to carry out the work........................................................

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

................. and have agreed to complete the above mentioned work in accordance with the time bound programme agreed to separately between the employer and the contractor namely by .........................

1. NOW THIS GUARANTEE WITNESS that in consideration of employer having agreed to contractor's request for the release of Rs.……………….(Rupees………………………………. Only) as advance against order on furnishing Bank guarantee for Rs……………….(Rupees. only).

2. We do hereby unconditionally and irrevocably agree and undertake to pay India Tourism Development Corporation ltd. New Delhi on demand and without demur an amount not exceeding Rs……………(Rupees…………………………only).

3. Any such demand on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs……………(Rupees…………………………only).

4. We further agree and confirm that this guarantee also covers all risks regarding security for the due and faithful fulfillment of the contract by M/s………………………………………….. and also any loss or damage caused to or suffered by, or would be caused to or suffered by the employer by the reason of any breach by the said contractor of any of the terms and conditions contained in the said agreement or by reasons of the contractor's failure to complete the work strictly in accordance with the time schedule agreed to. We further agree that the employer shall be sole the judge of and as to whether the said contractor has committed any breach of any of the terms and conditions of the contract and as to the extent of the loss and damage caused to or suffered by the employer on
account thereof. We further agree that the guarantee herein contained shall remain in force and effect during the period that would be taken for the performance of the said contract and it shall continue to be enforceable till all the dues of the employer under or by virtue of said order have been fully paid its claim satisfied or discharged or till the India Tourism Development Corporation Ltd., New Delhi certify that terms and conditions of the said order have been fully provided, however, that unless a demand or claim under the guarantee is made on us in writing on or before………………………..we shall be discharged from all liabilities under this guarantee thereafter.

5. We further agree that the India Tourism Development Corporation Ltd., New Delhi shall have the fullest liberty with or without our consent and without effecting in any manner our obligation hereunder, to vary any of the terms and conditions of the said contract or extending time of performance by the said contractor time to time, postpone for any time or from time to time any of the powers exercisable by the India Tourism Development Corporation Ltd., New Delhi, against the said contractor and to forebear or enforce any of the terms and conditions relating to the said order and we shall not be relieved from our liability by reasons of any such variation, or extension being granted to the said contractor or for any forbearance act or omission on the part of India Tourism Development Corporation Ltd., New Delhi or any indulgence by it to the said contractor or by and such matter or thing whatsoever which under the law relating to surety would but for this provision have the effect of so relieving us from its such liability.

6. We lastly undertake not to revoke this guarantee during its currency except with the previous consent of the India Tourism Development Corporation Ltd., New Delhi.

7. Notwithstanding anything contained here before, our liability under this bond is restricted to Rs…………………….(Rupees…………………………………………………………..only) and it will remain in force till………………………………..unless a claim or demand in writing is made against us under this guarantee before that date, all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.
SPECIAL CONDITIONS

1. DESIGNS

- All the work shall be executed according to designs and drawings given in the Tender documents and shall be to the entire satisfaction of Architect, Engineers and the Project Engineer in charge/ consultant. The contractor shall submit the Construction schedule showing all activities of work in details and in the form of Bar Chart proposed to be completed within the stipulated period duly signed as token of acceptance.

2. SCOPE

- The scope of work includes the supply of all required materials and equipment, installation, testing and commissioning of the complete system. The contractor shall have to provide operation and maintenance training to designated persons after completion and before handing over of the work.

Project Engineer/ Architect may in their absolute discretion issue further drawings and/ or written instruction, details, directions and explanations, which are, hereafter collectively referred to as “The Project Engineer and Architect instructions” in regard to:

A: The variation or modification of the design, quality or quantity of work or the addition or omission or substitution of any work.

B: Any discrepancy in the drawings or between the schedule of quantities and/or the drawings and/ or specification.

C. The removal from the site of any defective or sub-standard material brought thereon by the contractor and the substitution of any other material thereof.

D. The demolition, removal and/ or re-execution of any defective/ sub standard work performed by the contractor.

E. The dismissal from the work of any of the contractor’s Employees.

F. The opening up for inspection of any work covered up.

G. The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the Defect Liability period.

The Contractor shall forthwith comply with and duly execute any work covered by above mentioned clause on the instructions of Project Engineer/ Architect provided always that verbal instructions, directions and explanations given to the contractor or his representative upon the work by the Project Engineer and Architect shall if involving a variation be confirmed in writing to the contractor within seven days.

- The contractor shall arrange at his own cost testing of materials to be used in the work as and when instructed by the Project Engineer and Architect and as also mentioned in CPWD specifications.
• The contractor shall furnish all labour, material, appliance and equipment (except those items, which will be supplied by the owner); transportation and incidentals necessary for the complete provision, installation testing and commissioning of supply as specified therein. This also include any material appliances equipment and incidental work not specified/ mentioned herein or noted on the Drawings/ Documents, but essential for ensuring properly connected installation in good working order.

3. DETAILED DRAWINGS & INSTRUCTIONS
• The Project Engineer through its Architect shall furnish with reasonable promptness additional instructions by means of drawings or otherwise necessary details/ sketches etc. for the execution of the work. All such drawings, details/ sketches and instruction shall be consistent with the contract document, true development thereof, and reasonably inferable there from. The work shall be executed in conformity therewith and the contractor shall not work without proper drawings.

4. TENDER AND DRAWING SET
• The Corporation shall supply two sets of each drawing during progress of work free of charge. Any further copies of such drawings required by the Contractor shall be supplied on payment of the charges thereon by the Corporation.

5. OWNERSHIP OF DRAWING
• All drawings, specification and copies thereof furnished by the corporation through its Architects all the property of the corporation. They are not be used on other work, and with the acceptance of the signed contract, set of drawings are to be returned to the employer on completion of the work.

6. TENDERER SHALL VISIT THE SITE
• The intending tenderer shall visit the site and make himself thoroughly acquainted with the local site condition, nature and requirements of the work, facilities of transport condition, effective labour and materials, access and storage for material and removal of rubbish. The tenderer in his tender shall provide for the cost of carriage, freight and other charges including all taxes etc. as also for any special difficulties and including and police restriction for transport etc. for proper execution of work as indicated in drawings. The successful tenderer will not be entitled to any claim or compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which in the opinion of the Project Engineer and Architect might be deemed to have reasonably been inferred to be so existing before the commencement of work.

7. SAMPLES
• The contractor shall submit samples of materials as instructed by the Architect and Project Engineer before going for bulk supply. Bulk supply and the execution shall be taken up after obtaining written approval of the said samples.

8. SPLITTING OF WORKS
• Corporation shall reserve the right to split the work into one or more agencies as it
may deem fit. Corporation shall further reserve the right of rejecting one/all the
tenders without assigning any reasons thereof.

9. AGREEMENT

- The successful Contractor shall sign the agreement within 10 days from the date of
issue of formal work order and shall pay for all stamps and legal expenses, incidental
thereeto. However, the written acceptance of the tender by the Project Engineer on
behalf of Corporation will constitute a binding Contract between the corporation and
the person so tendering whether such formal agreement is or is not subsequently
executed.

10. ROYALTIES & PATENTS

- The Contractor shall pay all royalties and licence fees. He shall defend all suits or
claim or infringement of any patent rights and shall hold the Corporation harmless
from loss on accounts thereof.

11. PERMITS AND LICENCES

- Permit and licences for release of materials which are under government control will
be arranged by the contractor. The Corporation will render necessary assistance,
sign any forms or application that may be necessary as per status. The Project
Engineer and Architect shall be indemnified against all government or legal actions
arising out of theft or misuse of government controlled materials in the custody of the
contractor.

12. GOVERNMENT AND LOCAL RULES

A The contractor shall conform to the provisions of all local bye-laws and Acts relating
to the work and to the Regulation etc. of the Government and Local authorities and of
any company with whose system the work under contract is required by the said Act,
rules, regulations and bye-laws for execution of the work involved.

B The Contractor shall be responsible for getting the electrical installation inspected and
approved by the local authorities wherever required and getting electrical load
sanctioned from the concerned authorities if required along with the installation of a
metering panel and shall have to get the same approved from the statutory authority.
The cost if any shall be deemed to have been included in his quoted rates taking into
account all liabilities for licences, fees for footpath encroachment restoration etc and
shall indemnity the Employer against such liabilities and shall defend all actions
arising from such claims or liabilities.

13. FEES, PERMITS & TESTS

- The contractor shall obtain and pay any fee and permits required for the installations
of the work.

14. RATES

All rates shall be quoted on the tender form and shall include all material,
labour, transportation, all taxes, duties, testing, commissioning, supervision,
tools, plants, wastage, sundries, scaffoldings as required mobilization,
demobilization, transportation etc. and nothing extra shall be payable on any
account. However, shall not include the GST& GST cess(if applicable) herein after termed as GST and also shall not include ESI/EPF which is reimbursed separately.

15. **FIRE FIGHTING**

The Contractor shall make adequate fire fighting arrangements as approved by the Project Engineer and/ Architect for carrying out the works during night time and also provide all other facilities for the labour employed to carry out the works. Keeping in view that most of the sites have water bodies, the contractor shall take all precautionary measures at the time of execution of electrical works and he shall strictly adhere to the instructions of the Engineer-in-charge regarding the same to avoid any mishaps due to electrocution.

16. **COMPLETION TIME**

In order to achieve the targeted date of the completion, the contractor shall have to work in multiple shifts round the clock, including public and gazetted holidays and in phases as directed by the Architect and Project Engineer to complete the work in the stipulated time period. The quoted rate shall cover the cost of working as above. The contractor shall submit an outlined and graphic schedule of proposed procedures to the Architect/ Consultant and the owner to complete the work timely.

17. **WORKMANSHIP**

- All materials, articles and workmanship shall be of the best respective kind for the class of work described in the schedule of quantities and specifications. This should have the approval of the Architect/ Project Engineer. The Architect/ Project Engineer shall have the power to accept or reject any item which is not up to the standard and workmanship desired by the Project Engineer and Architect.

18. **ACCESS TO WORKS**

- The contractor shall provide all facilities to the Project Engineer and or their representative to make frequent inspection of his workshop/ godown and to ascertain the progress and quality of work undertaken in this contract.

19. **QUANTITY**

- The contractor is deemed to have studied all the drawings carefully and arrived at quantities of materials so as to complete each item of schedule of Quantities.

20. **SITE CONSTRAINTS**

- The quoted rate shall, among others, include mobilization of various types of materials, labour, tools, plants, machinery, lighting etc. working at all heights, depth, widths etc. and also all the constraint at site like simultaneous working of other agencies engaged by the Corporation, lead, lift, shortage of storage space and such other situations as exist at site of works.

21. **COMPENSATION**

- The contractor shall not be entitled to any compensation for any loss suffered by him
and/or revision in the rates originally quoted by him

A) on account of unforeseen delay in commencing the work whatever the cause of such delay be
B) on account of reduction in the scope of work
C) on account of suspension of work, or abandonment of work after award of work.

22. SAFE CUSTODY

- The safe custody and up-keep, till handing over is the sole of the contractor. The contractor shall employ sufficient supervisory personnel and watchmen to ensure that the materials supplied by him are kept in fine condition till they are handed over satisfactorily.

23. PROTECTION OF WORK

- The Contractor shall be responsible for making of temporary walls, gates, doors and closing the openings necessary for the protection of work during progress at his cost. He shall also provide and maintain any other covering required for the protection of finished/ unfinished work that may be damaged during the progress of work if left unprotected at no extra cost.

24. LIGHTING ARRANGEMENT

- The Contractor shall provide adequate lighting arrangement as approved by the Project Engineer and/or Architect for carrying out the works during night time and also provide all other facilities for the labourers to carry out the works.

25. WORK PROGRAMME

- Within 07 days of issue of letter of intent, the contractor shall submit a complete work programme including programme of procurement of materials etc. to fit in the programme stipulated.

26. COORDINATION WITH OTHER AGENCIES

- The contractor shall coordination his work with other agencies employed by the corporation and ensures that the works of other agencies are not hampered in any way during the duration of the contract.

27. DATUM

- The datum will be furnished by the project engineer and Architects in conformity with regulation of appropriate Authority. The contractor shall made arrangements for preserving the above datum till completion of the work. All levels shown in the drawings are to be strictly adhered to.

28. PHASING OF WORK

- The Corporation may require the work to be executed in phases as may be indicated in the work order. Nothing extra shall be payable for executing the work in phases as required.

29. CLEANLINESS OF SITE
The Contractor shall keep the site of work neat and clean during the execution of the work. Any debris found at or near the site of work shall be got removed immediately as and when so required by the Project Engineer. The contractor shall be responsible for any objections of any local authority for occupying approach roads/ main road and nuisance to others including payments or penalties levied. The contractor shall also adhere to any other local bye-laws for maintenance of site during execution.

30. MATERIALS WORKMANSHP, SAMPLES, TESTING OF MATERIALS

- If required by the Project Engineer and Architects the Contractor, shall have to carry out tests on materials and workmanship in approved material testing Laboratories or as prescribed by the Project Engineer and Architects at the contractor’s cost to prove that the materials etc under conform to the relevant I.S codes or as specified in the specifications. No extra payment on this account should in any case be entrained.

- All the material (except where otherwise described) stores and equipment required for the full performance of the work under the contract must be provided through normal channels and the contractor shall be entirely responsible for the proper and efficient carrying out of the work. Samples of all materials must be submitted to the Project Engineer and Architect when so directed by the Project Engineer/ Architect and written approval from the Project Engineer/ Architect must be obtained prior to placement of order. A register should be maintained by the contractor at the site showing records of test results along with the original test report of materials. Separate register should be maintained with Approved samples of each material duly signed by the consultants.

- The contractor shall cover up and protect from damage, from any cause all new work supply all temporary protection for the execution of the work whether by himself or special tradesman and any damage caused must be made good by the contractor at his expenses.

31. DIMENSIONS

- The dimension mentioned in drawing & specification will be verified carefully at site by the contractor, and any discrepancies brought to the notice of the Project Engineer and/ Architect before execution.

32. HANDING OVER

- On completion of the work, the site of work shall be thoroughly cleaned and all debris removed before the work is handed over satisfactorily.

33. MAKE GOOD DEFECTIVE WORKS

- The contractor shall be responsible for the shrinkages or warping or any other defect which may appear in any work. All defective or damaged work shall be removed and replaced / rectified to the entire satisfaction of the Project Engineer and Architect without any extra charges.

34. ADDITIONAL WORK

- During the course of execution, if any related additional works are required, the same shall be executed by the contractor & the rate for which shall be analysed as per general terms & conditions of contract forming part of the Tender.
35. **CONDUCT OF WORKERS**

- The contractor shall be responsible for the conduct of all the workers employed by him at site of work during the execution of contract.

36. **PAYMENT TO VENDOR/ SUPPLIER ETC.**

- The contractor shall be responsible for payments, disputes with their suppliers/ vendors if any and corporation shall not bear any responsibility of the same.

37. **LAND FOR CONTRACTORS ESTABLISHMENT**

- For the purpose of construction of contractor’s storeyard, godowns, site office etc. the contractor may utilize with the permission of the Project Engineer and Architect, portion of the land/ space belonging to the Owners, if available at such location as would not interfere with the execution of the work. The contractor shall for this purpose submit to the Project Engineer and Architect for his approval a plan or plans of the proposed layouts for the site facilities. The Project Engineer and Architect reserve the right to modify the contractor’s proposal as he may deem fit.

38. **INSURANCE**

- The contractor shall effect at his own expenses take an “Contractor’s All Risk Insurance Policy” beneficiary to ITDC and should cover third party liability to cover every stages of construction, materials stored at site and places where payment of the same are affected. The policies should be sufficient to cover all types of material, men from time to time. The corporation should be totally indemnified against all claims. This policy shall remain valid till the expiry of defect liability period. The contractor shall also arrange the Workmen Compensation Policy for the workers engaged at site till completion of work.

39. **WATER**

- The rates quoted by the contractor shall include all expenditure for providing all the water for the full execution period required for the work, including that for the work people and all staff on the site. He shall make his own arrangement for the supply of good quality water. He shall obtain municipal connection and all charges for connection and consumption shall be borne by him. If municipal water is not available or inadequate, he shall make other arrangements like sinking tube wells or making borewells or transport from outside by tanker or any other suitable means entirely at his cost and no separate payment for the same will be made.

40. **POWER**

- The Contractor shall at his own cost arrange for necessary power for construction and lighting for the entire period of contract. If however, separable power is available in the premises, the contractor shall make his own arrangement to obtain necessary connection, maintain efficient service of electric lights and power and shall pay for all the requisite charges for the same. The Corporation, as well as the Architect/ Consultant shall give the responsibility for all the recommendation necessary to obtain power and water connections from the concerned authorities. But the responsibility for obtaining the same shall rest with the contractor.

If any other contractor, appointed by the corporation is required to use water and
power, he shall be allowed to use the same and make temporary connections from the supply arranged by the contractor at rates and terms that may be mutually agreed upon by both, failing which rates, terms and conditions shall be decided by the Project Engineer/ Architect.

41. QUALITY CONTROL

- For execution, control and monitoring of work and as well as for performing routine field tests the contractor shall have to establish and maintain a field laboratory and the costs are to be covered within the rate quoted by him and no separate charges for the same will be paid. The field laboratory shall remain operative for the full tenure of the contract. Any other apparatus if deemed necessary and called for by the Project Engineer and Architect shall also be provided by the contractor at his own expense.

Material should be tested in the field laboratory in presence of Project Engineer and/or Architect’s representative[s]. In addition to that, the contractor shall get the materials tested in local Govt. Engineering College/ polytechnic/ approved laboratory at his/ their own cost and after approval from the Project Engineer/ Architect and the results shall be preserved carefully.

42. COMPLETION DRAWINGS AND PHOTOGRAPHS

- The contractor, while reporting on completion of their work, shall furnish (i) as built drawings of all services/ systems and information about their complete operation and maintenance (ii) inventory of all fittings fixed by him in the work and (iii) completed photographs of the work, both “in progress” photographs, and “completed” of the specified size.

Contractor is required to maintain the Album and soft copy of clear photographs of Site before the start of work, during the progress of work, at the finishing stage, at the completion stage and as and when instructed by Project Engineer.

43. PROGRESS REPORT

- Progress Report of the work is to be provided by the contractor daily in the statement form which will be provided by the Project Engineer. In the absence of the progress report, the delay if any, in the R.A Bill payment will be borne by the contractor.

As the scope of work also includes a R.C.C frame structure, the Contractor is required to use good quality tools and plants like vibrators, mixers etc. at Site during construction. Good quality shuttering material checked and passed by the Project Engineer is to be used during construction. Reinforcement laid and fixed shall be checked, passed and entered by the Project Engineer. Before casting, the agency is required to inform Project Engineer at proper time to get the shuttering & reinforcement checked and passed for execution.

44. PAYMENT

- Payment for the works done will be made through Running account bills. Payment will only be processed after receiving the test samples/ reports of material used if applicable. The Agency is required to furnish the detailed bill on their letter head typed neatly by the 20th of each month including the statement of material consumption, valid contractor all risk insurance policy to get the R.A bill payment.
Only one R.A Bill in a month will be processed and the same should not be submitted less than Rs. 25.00 Lacs in value. Material advance payment with the R.A bill will only be made for those material against & for which the challan and bill is made available to ITDC. No material advance payment will be given in the month of March of the financial year.

45. ENGAGEMENT OF TECHNICAL STAFF AT SITE

- The Contractor is required to depute proper experienced technical staff (Civil Engineer/ Jr. Engineer civil) at site to look after the day to day work at site. Also, he will be responsible to follow the site instructions given by ITDC Officials and provide the site records as and when required by ITDC. The Contractor is required to submit the authorisation for the technical staff engaged at site. If the working or technical knowledge, behavior of the technical staff is found or observed not up to the mark with respect to the quality and execution of work then the agency will be informed to arrange for another staff immediately.

46. SUSPENSION OF WORK

- Non use of proper T&P or poor working may lead to the suspension of work, rejection of work or deduction on rates as deemed fit to the ITDC.

47. COOPERATION/ CO-ORDINATION WITH OTHER AGENCIES

During the currency of the contract, a number of contractors may be on site to execute works under their respective contracts viz. structure, finishing works electrical and other service. The contractor shall offer full cooperation to all agencies and coordinate. No claim shall be entertained from the contractor on the plea that the work has been executed in the above circumstances or under difficult conditions, it shall be the responsibility of the contractor to enforce necessary discipline among his workers and staff to ensure smooth working at the site in sprit of cooperation and amity with all other agencies.

48. MANUFACTURERS INSTRUCTIONS

Where manufactures have furnished specific instruction relating to the material used in this job covering points not specifically mentioned in these documents such instructions shall be followed in all cases subject to approval of the Engineer In charge.

49. QUIET OPERATION AND VIBRATION

- All equipment shall operate under all conditions of load without any sound or vibration, which is objectionable in the opinion of ITDC. In case of moving machinery sound or vibration noticeable outside the room in which it is installed, or annoying noticeable inside its own room shall be considered objectionable. Such conditions shall be corrected by the contractor at his own expenses.
50. **Sub-standard work**

(1) The contractors are required to execute all works according to the specifications laid down, and in a proper workmanlike manner. The motto of the Department shall remain quality, speed and economy in cost in the execution of any work. There shall be no compromise on the quality of work. The field staff, namely, the Junior Engineer/Assistant Manager/Sr. Manager (Engg), shall remain vigilant to see that the contractor does not execute any defective/poor quality work. If, despite their vigilance and issue of directions, certain items of work are done below specifications, and/or if they have not been done in a proper workmanlike manner, the contractor should be immediately asked to rectify or re-do them according to the specifications and according to sound engineering practice. All such defects/deficiencies in the items of works are to be noted in time and recorded in the Site Order Book. It will be the duty of the field staff to point out such defects in the work in time during the progress of the work.

(2) These defects should also be brought to the notice of the Sr. Manager (Engg) immediately on their occurrence by the Junior Engineer/Assistant Manager (Engg), so that he may take timely action to issue notices to the contractor either to rectify the defects or even to get the work dismantled and re-done if necessary. The Sr. Manager (Engg), shall also on his own inspect the work as frequently as possible and take timely action to issue such notices to the contractor.

(3) Every attempt should be made to issue such notices regarding the defective/deficient items immediately on their occurrence during the progress of the work. Timely action alone can prevent occurrence of defects/deficiencies that will be difficult or impossible to rectify later on. Where such defects/deficiencies crop up during the maintenance period, notices for re-doing/rectifying the same should be issued within the prescribed maintenance period.

(4) If the contractor does not rectify the defect or make good the deficiency, the work should be got redone or rectified through another agency, or departmentally by employing skilled labourers, at the contractor's cost.

51. **Acceptance of sub-standard work**

(1) In general, sub-standard works should not be allowed to occur, as they reflect poorly on the professional competence of the field staff and adversely affect the image of the Department.

(2) Acceptance of work below specifications and/or below acceptable levels of workmanship, and the resulting payment at reduced rates for such defective/deficient works should be resorted to only for those items where materials conforming to the required specifications are not available, or where it is structurally impossible to get the work re-done or where in opinion of Dy General Manager/Sr. Manager/ Engineer incharge, it is expedient to do so.

(3) Acceptance of sub-standard work at reduced rates should be done only under exceptional circumstances General Manager /Dy General Manager/Sr. Manager is the competent authority to accept sub-standard work.
(4) The total value of quantities of items at agreement rate for which the General Manager /Dy. General Manager/Sr. Manager accepts sub-standard work in a contract shall not exceed 5% of the contract value. In case total value of such items exceeds 5% prior approval of General Manager /Dy. General Manager/Sr. Manager would be necessary. Before a sub-standard work is accepted by the Department, the Engineer-in-charge, after getting prior approval of competent authority, should write a letter to the contractor, for and on behalf of the ITDC, regarding acceptance of the same and the provisional rates pending the decision of the competent authority with regard to final rates. In reply to this letter, the contractor should send his consent for acceptance of the terms specified by the Department.

(5) The decision of the General Manager /Dy General Manager/Sr. Manager regarding the quantum of reduction as well as justification thereof in respect of rates for sub-standard work that may be decided will be final, and would not be open to arbitration.

(6) The amount of compensation once levied by the Project Engineer, cannot also be waived or reduced by higher officers.

52. Estimate is based on DSR- 2016 & CPWD Horticulture & Landscaping Schedule-2014
ADDITIONAL SPECIFICATIONS- CIVIL AND PHE WORKS

1. All the works specified and provided for in the schedule and drawing or which may be required to be done in order to perform and complete any part there of shall be executed in accordance with the technical specification, workmanship, quality control, as prescribed (though not enclosed in this document) in the specification & codes, with up to date amendments, in the following order:-

   a) CPWD Specifications

   b) ISI (BIS) Codes

2. The proposed work covered under this tender during its progress is subject to inspection by the Chief Technical Examiner/ Technical Examiner, Central Vigilance Commission, Govt. of India or by an Officer of the Vigilance Cell of the Employer. The contractor will be required to extend all assistance and facilities for such inspections.

3. The contractor shall provide all materials as per standard specifications. Materials shall be subject to mandatory tests as per I.S Specification and as per instruction given by Project Engineer/ Architect/ Consultant and the charges for the said testing from the approved laboratories and the cost of testing of materials shall be borne by the contractor.

4. The quantities given in the tender are approximate. However the payment shall be made on the basis of actual measurements taken on site and in conformity with C.P.W.D. Specification and B.I.S Codes. It is clarified that all quantities are subject to change and no claims whatsoever on this behalf shall be entertained.

5. All materials used in the works shall be of their respective kind and quality specified in the tender document or approved by the Project Engineer and/ or Architect and shall comply strictly with the requirements of the latest specifications of CPWD and Indian Standard Codes.

6. The work shall be executed and measured as per metric dimensions given in the Schedule of Quantities, drawings etc. (FPS units wherever indicated are for guidance only)

7. MARBLE, GRANITE AND OTHER STONE WORKS

   a) The Granite, Marble, Kota, Cuddapah or any other stones mentioned in the tender document and as directed by the Engineer-in-Charge shall be executed as per patterns and cuttings or patterns of various combinations of marbles/ granite stones
shown in the architectural drawings and or as directed by Engineer in Charge. Nothing extra shall be payable on this account.

b) Samples of flooring marbles/ stones/ granites shall be deposited well in advance with the Engineer-in-Charge for approval. Approved samples should be kept at site with the Engineer-in-Charge and the same shall not be removed except with the written permission of Engineer in Charge. No payment whatsoever shall be made for these samples.

c) The sample of all stones and sizes shall be as decided by the Engineer-in-charge.

d) The samples shall be fully supported by the details of the quarry and location.

e) The contractor shall use necessary pigments to match the colour of the marble/ granite or any other stone being used with pointing/jointing. The pigments shall be got approved from the Engineer-in-Charge prior to commencement of flooring item.

f) Samples for flamed/ honed granite shall be produced separately. Flaming/ honing shall be carried out after the selection of the basic granite sample.

g) The measurement shall be made for finished work of flooring.

12. WOODWORK

The samples of species of timber to be used shall be deposited by the contractor with the Engineer-in-Charge before commencement of the work. The contractor shall produce cash vouchers and certificates from standard kiln seasoning plant operator about the timber to be used on the work having been kiln seasoned by them, failing which it would not be accepted as kiln seasoned.

13. Work under this Contract for sanitary works shall consist of furnishing all labour, materials, equipment and appliances necessary and required. The Contractor is required to completely furnish all the plumbing and other specialized services as described hereinafter and as specified in the schedule of quantities and/or shown on the plumbing drawings.

14. Without restricting to the generality of the foregoing the work shall include the supply, installation, testing and commissioning of following:

- Plumbing fixtures & CP fittings
- Soil, waste & vent pipes & fittings
- Rainwater pipes & fittings and
- Internal water supply system (cold)
15. Whether specifically mentioned or not, the rates quoted for the installation of the fixtures, appliances and accessories shall be provided with all fixing devices, nuts, bolts, screws, hangers as required.

16. The item of work shall include cutting the counter to the required shape as required, fixing the wash basin & making necessary repairs to the counter.

17. All fixtures and fittings shall be provided with all such accessories and fixing devices as are required to complete the item in working condition, even if the same is not specifically mentioned the Bill of Quantities, specifications or shown on the drawings. The rate quoted will include all devices for proper fixing arrangement, nuts, bolts, screws and required connection pieces.

18. Fixing screws shall be half round head stainless steel wood screws or bolts with Stainless Steel washers. Iron screws rust and will not be permitted.

19. All fittings and fixtures shall be fixed in a neat workman like manner true to level and heights shown on the drawings and in accordance with the manufacturer’s recommendations. Care shall be taken to fix all inlet and outlet pipes at correct positions. Faulty locations shall be made good and any damage to the finished floor, tiling or terrace shall be made good at Contractor’s cost.

20. Contractor shall provide poly-sulphide sealant appropriate for its use for all fixtures fixed near wall, marble and edges.

21. GI pipe threaded joints will be made by applying suitable grade of TEFLOWN tape used for drinking water supply. (Use of red or white lead and sutli will not be permitted for screwed joints). The rates quoted shall include the same.

22. In addition to the sectional testing carried out during the construction, Contractor shall test the entire installation after connections to the overhead tanks or pumping system or mains. He shall rectify all leakages and shall replace all defective materials in the system. Any damage done due to carelessness, open or burst pipes or failure of fittings, to the building, furniture and fixtures shall be made good by the Contractor during the defects liability period without any cost.
# LIST OF APPROVED MAKE

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of the Item</th>
<th>Make</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cement</td>
<td>ACC, Birla Ultra, Ambuja, Jaypee,</td>
</tr>
<tr>
<td>2</td>
<td>Mild Steel</td>
<td>SAIL, TISCO</td>
</tr>
<tr>
<td>3</td>
<td>TMT Cold Twisted</td>
<td>SAIL, TISCO</td>
</tr>
<tr>
<td>4</td>
<td>Khandolite Stone Tile</td>
<td>From any Odisha Quarry</td>
</tr>
<tr>
<td>5</td>
<td>Khandolite Stone</td>
<td>From any Odisha Quarry</td>
</tr>
</tbody>
</table>
### DEVELOPMENT OF GUNDICHA TEMPLE, PURI, ODISHA.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>ITEM</th>
<th>UNIT</th>
<th>QTTY.</th>
<th>RATE (In Fig.)</th>
<th>RATE (In words)</th>
<th>AMOUNT (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer - in - charge. Nominal concrete 1:3:6 or richer mix (i/c equivalent design mix)</td>
<td>cum</td>
<td>11.00</td>
<td>Not to be quoted here.</td>
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<tr>
<td>2</td>
<td>Demolishing R.C.C. work manually/ by mechanical means including stacking of steel bars and disposal of unserviceable material within 50 metres lead as per direction of Engineer - in-charge.</td>
<td>cum</td>
<td>2.00</td>
<td>Not to be quoted here.</td>
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<td></td>
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<tr>
<td>3</td>
<td>Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 50 m initial lead, for all leads including all lifts involved.</td>
<td>cum</td>
<td>135.00</td>
<td>Not to be quoted here.</td>
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<tr>
<td>4</td>
<td>Clearing jungle including uprooting of rank vegetation, grass, brush wood, trees and saplings of girth up to 30 cm measured at a height of 1 m above ground level and removal of rubbish up to a distance of 50 m outside the periphery of the area cleared.</td>
<td>sqm</td>
<td>305.00</td>
<td>Not to be quoted here.</td>
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<tr>
<td>5</td>
<td>Earth work in excavation by mechanical means (Hydraulic excavator)/ manual means over areas (exceeding 30cm in depth. 1.5 m in width as well as 10 sqm on plan) including disposal of excavated earth, lead upto 50m and lift upto 1.5m, disposed earth to be levelled and neatly dressed. All kinds of soil</td>
<td>cum</td>
<td>92.00</td>
<td>Not to be quoted here.</td>
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<tr>
<td>6</td>
<td>Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift upto 1.5 m.</td>
<td>cum</td>
<td>15.00</td>
<td>Not to be quoted here.</td>
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<tr>
<td></td>
<td>Description</td>
<td>Unit</td>
<td>Rate</td>
<td>Remarks</td>
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<td>7</td>
<td>Centering and shuttering including strutting, propping etc. and removal of form for all heights: Foundations, footings, bases of columns, etc. for mass concrete</td>
<td>sqm</td>
<td>25.00</td>
<td>Not to be quoted here.</td>
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<tr>
<td>8</td>
<td>Centering and shuttering including strutting, propping etc. and removal of form for all heights: Columns, Pillars, Piers, Abutments, Posts and Struts</td>
<td>sqm</td>
<td>93.00</td>
<td>Not to be quoted here.</td>
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<tr>
<td>9</td>
<td>Centering and shuttering including strutting, propping etc. and removal of form for all heights: Suspended floors, roofs, landings, balconies and access platform</td>
<td>sqm</td>
<td>51.00</td>
<td>Not to be quoted here.</td>
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<tr>
<td>10</td>
<td>Centering and shuttering including strutting, propping etc. and removal of form for all heights: Lintels, beams, plinth beams, girders, bressumers and cantilevers</td>
<td>sqm</td>
<td>70.00</td>
<td>Not to be quoted here.</td>
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<tr>
<td>11</td>
<td>Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level: 1:3:6 (1 Cement : 3 coarse sand : 6 graded stone aggregate 20 mm nominal size)</td>
<td>cum</td>
<td>72.00</td>
<td>Not to be quoted here.</td>
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<tr>
<td>12</td>
<td>Reinforced cement concrete work in walls (any thickness), including attached pilasters, buttresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts etc. up to floor five level, excluding cost of centering, shuttering, finishing and reinforcement: 1:1.5:3 (1 cement : 1.5 coarse sand (zone - III) : 3 graded stone aggregate 20 mm nominal size)</td>
<td>cum</td>
<td>10.00</td>
<td>Not to be quoted here.</td>
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<tr>
<td>13</td>
<td>Reinforced cement concrete work in beams, suspended floors, roofs having slope up to 15° landings, balconies, shelves, chajjas, lintels, bands, plain window sills, staircases and spiral stair cases up to floor five level, excluding the cost of centering, shuttering, finishing and reinforcement, with 1:2:4 (1cement : 2 coarse sand (zone - III) : 4 graded stone aggregate 20 mm nominal size)</td>
<td>cum</td>
<td>10.00</td>
<td>Not to be quoted here.</td>
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<tr>
<td></td>
<td>Description</td>
<td>Unit</td>
<td>Rate</td>
<td>Not to be quoted here.</td>
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<tr>
<td>14</td>
<td>Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level. Thermo-Mechanically Treated bars of grade Fe-500D or more</td>
<td>Kg</td>
<td>2161.00</td>
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<tr>
<td>15</td>
<td>Brick work with common burnt clay F.P.S. (non modular) brick of class designation 7.5 in foundation and plinth : Cement mortar 1:6 (1 cement : 6 coarse sand)</td>
<td>cum</td>
<td>183.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>12 mm cement plaster of mix : 1:6 (1 cement: 6 fine sand)</td>
<td>sqm</td>
<td>272.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Making slices of 40 mm thick rubbed stone and laying as flooring over 20 mm (average) thick base of cement mortar 1:5 (1 cement : 5 coarse sand) with joints 3 mm thick, side buttered with cement mortar 1:2 (1 cement : 2 stone dust) admixed with pigment to match the shade of stone and pointing with same mortar. Khandolite stone</td>
<td>sqm</td>
<td>913.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Making Khandolite stone slabs 20 mm thick after slicing and placing in risers of steps, skirting, dado and pillars laid on 12 mm (average) thick cement mortar 1:3 (1 cement: 3 coarse sand) and jointed with grey cement slurry mixed with pigment to match the shade of the slabs, including rubbing and polishing complete as per the direction of Engineer-in-charge</td>
<td>sqm</td>
<td>421.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Suppling and stacking of good earth at site including royalty and carriage upto 1 Km (earth measured in stacks will be reduced by 20% for payment)</td>
<td>cum</td>
<td>214.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Suppling and stacking of sludge at site including royalty and carriage upto 1 Km (sludge measured in stacks will be reduced by 8% for payment)</td>
<td>cum</td>
<td>164.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Rough dressing the trenched ground including the breaking clods</td>
<td>100 sqm</td>
<td>1940.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Uprooting weeds from the trenched area after 10 to 15 days of its flooding with water including uprooted vegetation.</td>
<td>100 sqm</td>
<td>1048.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Fine dressing of the ground.</td>
<td>100 sqm</td>
<td>1048.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Spreading of sludge, dump manure and / or good earth in required thickness as per the direction of Engineer-in-charge. (Cost of sludge, dump manure and/ or good earth to be paid separately).</td>
<td>cum</td>
<td>105.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Mixing earth and sludge or manure in the required proportion specified or directed by Engineer-in-charge.</td>
<td>cum</td>
<td>105.00</td>
<td>Not to be quoted here.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Grassing with selection No. 1 grass including watering and maintenance of the lawn for 30 days or more till the grass forms a thick lawn, free from weeds and fits for mowing including supplying good earth, if needed (the grass and good earth shall be paid separately). In row 5 cm apart in both directions</td>
<td>100 sqm</td>
<td>1048.00</td>
<td>Not to be quoted here.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL AMOUNT (In Fig.)**

**TOTAL AMOUNT (In words) :**

Note:

1. The rates quoted by the bidders shall be exclusive of GST and Employer's ESI EPF contribution. Bidder shall submit to ITDC the GST Compliant Tax Invoice/ Debit Note/Revised Tax Invoice. GST charged in tax invoice/debit note/revised tax invoice by the bidder shall be released to the supplier only after bidder files the outward supply details in GSTR-1 on GSTN portal and Reconciliation of inward supply is done by ITDC with corresponding details of outward supply of supplier and supplier accept the changes made by ITDC and has paid the GST at the time of filling the monthly return. ESI/EPF shall be reimbursed separately (wherever applicable) after receiving claim of the contractor duly supported.

2. Bidder must inspect the site before quoting the rates/ bidding.

**NAME OF THE AGENCY WITH SIGNATURE & SEAL**