



INDIA TOURISM DEVELOPMENT CORPORATION LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
UNIT: HOTEL KALINGA ASHOK, BHUBANESWAR

TENDER DOCUMENT

NAME OF WORK:- DEMOLISHING AND CONSTRUCTION OF BOUNDARY WALL AT HOTEL KALINGA ASHOK, BHUBANESWAR

ESTIMATED COST: Rs.4,27,105.00

EMD: Rs. 8542.00

CLIENT:

**India Tourism Development Corporation
Unit:-Hotel Kalinga Ashok, Bhubaneswar**

INDIA TOURISM DEVELOPMENT CORPORATION LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
UNIT: HOTEL KALINGA ASHOK, BHUBANESWAR

Ref:HK/A/Cyclon/boundary/Rep../19

**NAME OF WORK:- DEMOLISHING AND CONSTRUCTION OF BOUNDARY
WALL AT HOTEL KALINGA ASHOK, BHUBANESWAR**

The e-bids are invited in two parts – ‘Techno- commercial Bid’ giving details in the format (page no.1-78) and the ‘Financial Bid’ in the format at Annexure-B.

The schedule given in **CRITICAL DATE SHEET** as under:-

| | |
|--|---|
| Tender Fee | NIL |
| Estimated Tender Value | Rs. 4,27,105.00 plus GST extra |
| Earnest Money Deposit | Rs. 8542.00 |
| Tender announcement/submission start date | 23/09/2019 |
| Pre bid meeting date & venue | 28/09/2019 12:00-14:00pm Hotel Kalinga Ashok Bhubaneswar |
| Last Date and Time of submission | 15:00 hrs date 14/10/2019 |
| Place of submission of Tender | E-Tender |
| Date and Time of Opening of Tender (Techno- Commercial Bid) | 1500 Hrs on 15/10/2019 |
| Place of Opening of Tender | Electronically |
| Contact Person | Contact person: RAVI SHANKAR AM(E&M) Hotel Kalinga Ashok, Bhubaneswar. 0674-2431055/56, Mob-9438246570 |

INDEX

PART-I: Technical Bid

1. CHECK LIST
2. PREQUALIFICATION CUM E-TENDER NOTICE
3. INSTRUCTIONS/GUIDELINES FOR NIC E-TENDERING PORTAL (ANNEXURE-1)
4. GUIDELINES/INSTRUCTIONS REGARDING SUBMISSION OF INTEGRITY PACT
5. FORMAT OF ANNUAL TURNOVER AS PER THE AUDITED ACCOUNTS
6. GENERAL CONDITIONS OF CONTRACT & STANDARD CONTRACT FORMS FOR ENGINEERING & ARCHITECTURAL WORK
7. GST ANNEXURE-2& 2(a)
8. PRE-CONTRACT INTEGRITY PACT
9. FRAUD PREVENTION POLICY –ITDC
10. SPECIAL CONDITIONS
11. TECHNICAL SPECIFICATIONS (GENERAL)
12. LIST OF APPROVED MAKE
13. EMD REFUND FORM
14. SCHEDULE OF WORK

PART-II: Price Bid (Annexure B)

Check List for Tender Submission

Annex 'E'

| S. No. | Name of Firm:- Pre- Qualification Documents | Attached | | Page Nos. |
|--------|--|----------|----|-----------|
| | | Yes | No | |
| 1. | Digitally signed Tender Documents | | | |
| 2. | Proof of average annual financial turnover of firm during last 3 years ending 31 st March of the previous financial year of 30% of the estimated cost. | | | |
| 3. | Proof of having successfully completed similar works during last 7 years ending last days of the month previous to one in which tenders are invited as per following. | | | |
| | a.Three similar completed works costing to less than the amount equal to 40% of the estimated cost. Or b. Two similar completed works costing to less than the amount equal to 50% of the estimated cost. Or c.One similar completed work costing to less than the amount equal to 80% the estimated cost. | | | |
| 4 | Copy of PAN Card | | | |
| 5 | Proof of Registration with ESI | | | |
| 6 | Proof of Registration with PF | | | |
| 7 | Proof of Registration under GST Law | | | |
| 8 | GST Annexure Forms | | | |
| 9 | Copies of Similar work executed in last 3 years along with performance certificate | | | |
| 10 | History & Structure of Firm, Name of Directors/Proprietary/Partners with technical staff | | | |
| 11 | List of Machineries, Tools Plant &Equipments | | | |
| 12 | Audited Balance Sheets of Last 3 Years For the year 2016-17 For the year 2017-18 For the year 2018-19 | | | |
| 13 | Format of Annual Turnover as per the Audited Accounts | | | |
| 14 | 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. | | | |
| 15 | Integrity Pact as per guidelines/ instructions given in tender documents | | | |
| 16 | EMD refund form | | | |
| 17 | All the above certificate / documents shall be digitally signed by the firm and original shall be produced for verification as required. | | | |

India Tourism Development Corporation Ltd.
Unit:- Hotel Kalinga Ashk, Bhubaneswar

PRE-QUALIFICATION CUM E-TENDER NOTICE

**NAME OF WORK: DEMOLISHING AND CONSTRUCTION OF BOUNDARY WALL AT
HOTEL KALINGA ASHOK, BHUBANESWAR**

1. E-Tenders are invited on behalf of India Tourism Development Corporation Ltd, Unit: Hotel Kalinga Ashok, Bhubaneswar, Manual tender shall not be accepted.
2. Estimated Cost (TS) : **Rs. 4,27,105.00 (Four Lakh Twenty Seven thousand One hundred five)**
(This estimate however, is given merely as a rough guide).
3. EMD : **Rs. 8,542.00**
4. Cost of Tender Document : **Nil**
5. The work is to be completed within **45 days** from 7th day after the day on which Project Engineer issues the written order to commence the work or from the date of handing over the site, which is later, in accordance with the phases, in any, indicated by the Corporation in the tender documents.
6. Tender document can be downloaded from the ITDC website, www.theashokgroup.com, hotelkalingaashok.com (for reference only) and Central Procurement Public Portal i.e. CPPP Site <http://etenders.gov.in/eprocure/app> up from **23/09/2019** to **14/10/2019**. The online bids will be received upto **14/10/2019** till 15.00 Hrs. and the Technical Bids will be opened on next day **15/10/2019** at 15:00 Hrs electronically. A pre-bid meeting will be held on 28/09/2019, 12:00-14:00 PM at Hotel Kalinga Ashok, Bhubaneswar.
7. Bid submission: The tender shall be submitted online only at Central Public Procurement Portal i.e. CPPP website <http://etenders.gov.in/eprocure/app>. The applicant is expected to examine all instructions, forms, terms and conditions in the documents. Failure to furnish all information/document as desired in the NIT or submission of a Bid not substantially responsive to the NIT in every respect will be at bidder's risk and may result in rejection of its Bid.
8. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of scanned documents.
9. The bidders, who are desirous of participating in e-tender, shall upload their bids in the format prescribed in tender document. **The bidders should upload the relevant digitally signed documents, certificates etc. and tender documents.** The bidder shall digitally sign all the documents, certificates etc. owning the responsibility for their correctness / authenticity. Bids shall be submitted online only at website: <https://etenders.gov.in/eprocure/app>.
10. The bids are required to be uploaded as per guidelines indicated for e-procurement as given in website: <http://etenders.gov.in>.

11. The EMD (Refundable) of **Rs. 8542.00** need to be deposited through RTGS/NEFT or as per instructions given in website: - <http://itdc.eproc.in>. The cost of money transfer (including Payment Gateways 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 for delay/non-payment. Bank details of ITDC for EMD payment through NEFT/RTGS:-

Name – United Bank of India
Branch Name – Hotel Kalinga Ashok
IFSC Code – UTBI0HKAK34
Bank Account Number – 1505050010001

No interest will be payable on EMD. In the case of successful bidder, earnest money deposit will be adjusted towards the security deposit or it may be forfeited in case the successful bidder refuses to accept the award of supply or fails to complete the required formalities within the specified and permitted time. The earnest money is refundable to the unsuccessful bidders only after the finalization of the tender. Tenders without EMD will be summarily rejected.

12. Exemption from submission of EMD for MSME Units: The MSME Units shall be exempted from submission of EMD on production of requisite proof in respect of valid registration certificate from the MSME. Firms in the process of obtaining of MSME registration will not be considered for the EMD exemption.
13. The prices are to be quoted / documents to be uploaded as per Part-II (Price Bid).
14. The process as defined by the ASP for e-tendering is to be followed (details would be provided to the registered tenderer by ASP at the time of registration. The applicant's are advised to follow the Instructions/guidelines for NIC E-Tendering portal provided in Annexure-1 for online submission of bids.
15. Bidders are required to have Class 3 Digital Certificate (if they do not have) from authorized digital certificate issuance authority. Details regarding DSC are contained in Annexure-1 under head "Frequently Asked Questions on Digital Signature Certificate".
16. Proof of having Successfully Completed "**Similar works**" (*Similar Works means "Civil and E&M works "*) during last seven years.
- 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.

Note: The contractors participating in tenders are required to submit completion certificate and copy of work order.
Similar work means – "Civil works"

17. Copies of similar works executed in last three years along with work order and performance certificate issued by the previous clients showing the nature of work and their value.
18. Copy of PAN Card.
19. Copy of Registration under GST Law.
20. Copy of Registration with PF, ESIC Authority.
21. Audited Balance Sheet for the last three Financial Years and i.e.
 - a) For the F.Y 2016-17
 - b) For the F.Y 2017-18
 - c) For the F.Y 2018-19
22. 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. Format of annual turnover given in tender as per the Audited Accounts should be enclosed in this regard.
23. History and Structure of firm, Name of Director(s)/ Partner(s)/ Proprietor with technical staff.
24. List of Machinery, Tools, Plants & Equipment.
25. Bank detail of Bidder as per following format on letterhead of firm:-

Name of Bank :

Beneficiary :

IFSC Code :

Account No. :
26. An affidavit on stamp paper of Rs. 100.00 (non- judicial) be submitted along with 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. Since the mode of submission of document is through e-tendering the affidavit as specified above shall be considered valid legally for tender evaluation and the same original affidavit will be submitted by the bidders on or before opening of the technical bid in the office of AM(E&M), Hotel Kalinga Ashok, Bhubaneswar.
27. Normally contractors who are registered with Govt. Deptt. like CPWD/ CPWD/ MES/ Railways/ PSUs (either with State or with Central govt.) may be permitted to tender according to their financial category. However in present case eligibility criteria to issue the tender is given in Sr. No. 16 to 26.
28. Original documents, if required, may be asked from the tenderers after opening of Technical bid for cross verification.
29. All the above certificates/documents shall be submitted by the firm should be digitally signed.
30. The tender has to be submitted through website <http://etenders.gov.in/e procure/app> or through a link- Tenders > E-procurement on website www.theashokgroup.com on or before the last Date & Time for submission.

31. Tenderers are advised to inspect and examine the site 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 necessary information as to the risks, contingencies and other circumstances which may influence or effect their tender. A tendered shall be deemed to have full knowledge of the site, whether he inspects it or not and no extra charges consequent on any misunderstandings or otherwise shall be allowed.
32. Submission of a tender by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of the conditions and rates at which stores, tools, plant, etc. will be issued to him by the Corporation and local conditions and other factors bearing on the execution of the works.
33. A tendered shall quote in figures as well as in word(s) for rate(s) tendered. The amount for each item should be worked out and the requisite totals give. Special care shall be taken to write rates in figures as well as in words and the amounts in figure only in such way that interpolation is not possible. The total amount shall be written both in figures and in words, in case of figures, the words Rs. Should be written before the figure of rupee and the word "Paisa" after the decimal figure, e.g. Rs. 2.15 P and in case of words "Rupees" should precede and the word "Paisa" should be written at the end. Unless the rate is in whole rupees followed by the word "only" it should invariably be up to two placed of decimal.
34. a) All rates shall be quoted on the tender form and shall include all material, labour, transportation, all taxes, duties, testing, commissioning, supervision, tool, 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 shall not include ESI/EPF which is reimbursed separately.

b) GST or any other tax paid/payable by vender on materials if procured by the vender in respect of this contract shall be payable by the contractor and the corporation will not paid/payable by vender entertain any claim whatsoever in the said regard.
35. In case of item rate tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected.
36. The rates of the contractor shall be inclusive of labour cess @ 1% or as applicable and necessary recovery of labour cess shall be made from each RA bill by the ITDC to be deposited with the labour board of the concerned state. In case the labour board is not established in the state, recovery made by ITDC on account of labourcess shall be retained under suspense and will be deposited with the labour board at the later date as and when the labour board is established in the state.
37. a) The rates quoted by the tenderer shall be exclusive of GST and employer's ESI/EPF contribution. Supplier 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 supplier shall be released separately to the supplier

only after supplier 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 with ESI/EPF deposit challans in respect of associated manpower.

b) The contractor shall be solely responsible for complying with all the provisions of EPF, miscellaneous provisions 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 principle employer. Due to failure of the contractor to comply with the said acts, the contractor shall indemnify and reimburse the amount payable by ITDC on this account.

38. 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.
39. 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.
40. On acceptance of tender, the earnest money will be treated as part of the Security Deposit.
41. The India Tourism Development Corporation Limited will return the earnest money, where applicable, to every unsuccessful tenderer. Tenderer has to duly fill up the EMD refund form enclosed at Annexure-III for EMD return.
42. The Tenderer is requested to ensure the EMD refund form (Annexure III) is filled accurately and all details have been correctly mentioned. The EMD will be refunded through online mode as per the bank details furnished by the service provider / vendor / bidder in the EMD refund form (Annexure III). ITDC will not be responsible for any non / wrong payment made on account of any incorrect / wrong information provided in the EMD refund form.
43. A tenderer shall submit the tender that satisfies each and every condition laid down in this notice, failing which, the tender will be liable to be rejected. The tenderer shall upload all the pages of tender document digitally signed as acceptance of tender.
44. India Tourism Development Corporation does not bind themselves to accept the lowest or any tender or to give any reason for the decision.
45. India Tourism Development Corporation Ltd., reserves to it selves the right of accepting the whole or any part of the tender and tenderer shall be bound to perform the same at its quoted rates.
46. This notice of tender shall form part of the Contract Documents.

47. The validity of the tender(s) shall be up to 90(Ninety) days from the date of opening of tender(s).
48. In case it is found during evaluation or at any time before signing of contract or after its execution and during the period of subsistence there of that one or more of the eligibility conditions have not been met by the applicant, or the applicant has made deliberate misrepresentation or has given any deliberately incorrect or false information, the applicant shall be disqualified forthwith, if not, yet appointed as the contractor/supplier and if the applicant has already been issued the LOA or has entered into the contract, as the case may be, the same shall , notwithstanding anything to the contrary contained therein be liable to be terminated along with forfeiter of earnest money deposit(EMD)/ performance security by a communication in writing by the corporation being liable in any matter whatsoever to the applicant and without prejudice to any other right or remedy with the corporation may have under the bidding documents the contract or under applicable law. Besides the corporation reserves the right to blacklist the applicant for any future dealing along with the initiation of any appropriate penal action as per the applicable law.
49. The tenderer, whose tender is accepted, shall permit the Corporation at the 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 deposited amount to 5% of the gross amount of the bill till the sums so deducted amount to Rs. 5 lakhs.
50. All the corrigendum/extension regarding this tender will be published on the mentioned website only.
51. The vendors shall pass the benefits accrued due to the GST to the ITDC. In contingency of any legal proceedings/action 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.
52. 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 effects the GSTN rating of ITDC.
53. In case of any non-compliance by the vendor which results into losses 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.
54. 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 in respect of the recourse action in case of “BLACK LISTING” under the “Compliance Rating Score” mechanism due to non compliance/default by vendor.
55. In case of any new tax/levy/duty etc becomes applicable after the date of Bidder’s offer but before opening of the price bid, the Bidder/contractor must convey 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 considered by ITDC for reimbursement of tax or reassessment of offer.

56. Low rated and high rated items would be identified while awarding the contract with immediate effect further. For abnormally high rated items, the running account payments in respect of such items would be restricted to estimated rates/ justified rates plus or 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.

For & on behalf of the
India Tourism Development Corporation Ltd.

Signature: _____

Designation: _____

Annexure-1

Instructions / Guidelines for NIC E-Tendering Portal

URL -<https://etenders.gov.in>

For Registration of Bidders - Click “Online Bidder Enrolment” link + Bidders registration manual
For Bidders – Class 3 DSCs are required

*System Requirement – Windows 7 or onward plus internet connection + Java 8 Version 151
(Available at Sl.No.5, “Download” Tab of NICE-Tendering Portal)*

Gap of 24 hours is advised between tender closing date & time and tender opening date & time.

Every bidder can participate from their own location.

Tab “Help For Contractors”

Special Instructions to the Contractors / Bidders for the e-submission of the bids online through these Procurement Portal

- 1. Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhra CA / GNFC / IDRBT / MTNL / Trust line / Safe Script / TCS.**
- 2. Bidder then logs into the portal giving user id / pass word chosen during enrollment.**
- 3. The e-token that is registered should be used by the bidder and should not be misused by others.**
- 4. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.**
- 5. The Bidder scan update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached alongwith bid documents during bid submission. This will ensure lesser upload of bid documents.**
- 6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender documents, otherwise, the bid will be rejected.**
- 7. The BOQ template must not be modified / replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.**
- 8. If there are any clarifications, this may be obtained on line through the e**

Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.

- 9. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF / XLS / RAR / DWF formats. If there is more than one document, they can be clubbed together.**
- 10. Bidder should arrange for the EMD as specified in the tender. The original should be posted / couriered / given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.**
- 11. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.**
- 12. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.**
- 13. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.**
- 14. It is important to note that, the bidder has to click on the Freeze Bid Button, to ensure that he / she completes the Bid Submission Process. Bids which are not frozen are considered as Incomplete / Invalid bids and are not considered for evaluation purposes.**
- 15. In case of Offline payments, the details of the Earnest Money Deposit (EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected.**
- 16. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.**
- 17. The bidder may submit the bid documents on line mode only, through this portal. Offline documents will not be handled through this system.**
- 18. At the time of freezing the bid, the e Procurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.**
- 19. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.**

20. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
21. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
22. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc, in the e- Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
23. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
24. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
25. The bidders are requested to submit the bids through online e Procurement system to the TIA well before the bid submission end date and time (as per Server System Clock).

Frequently Asked Questions on Digital Signature Certificate

1. *What is a Digital Signature Certificate?*

Digital Signature Certificates (DSC) are the digital equivalent (that is electronic format) of physical or paper certificates. Examples of physical certificates are drivers' licenses, passports or membership cards. Certificates serve as a proof of identity of an individual for a certain purpose; for example, a driver's license identifies someone who can legally drive in a particular country. Likewise, a digital certificate can be presented electronically to prove your identity, to access information or services on the Internet or to sign certain documents digitally.

2. *Why is Digital Signature Certificate (DSC) required?*

Like physical documents are signed manually, electronic documents, for example e- forms are required to be signed digitally using a Digital Signature Certificate. Transactions that are done using Internet if signed using a Digital Signature Certificate becomes legally valid.

3. *Who issues the Digital Signature Certificate?*

A licensed Certifying Authority (CA) issues the digital signature. Certifying Authority (CA) means a person who has been granted a license to issue a digital signature certificate under Section 24 of the Indian IT-Act 2000.

4. What are the different types of Digital Signature Certificates valid for e-Tendering program?

The different types of Digital Signature Certificates are: Class2: Here, the identity of a person is verified against a trusted, pre-verified data base. Class3: This is the highest level where the person needs to present himself or herself in front of a Registration Authority (RA) and prove his / her identity.

5. What type of Digital Signature Certificate (DSC) is to be obtained for e Filing on the e Tendering Portal?

DSC of Class 2 and Class 3 category issued by a licensed Certifying Authority (CA) needs to be obtained for e-filing on the e-Tendering Portal.

6. What is the cost of obtaining a Digital Signature Certificate?

The cost of obtaining a digital signature certificate may vary as there are many entities issuing DSCs and their charges may differ. The approximate cost could vary between Rs. 2000 to Rs. 3000 depending on the number of years for which it is issued.

7. How to obtain DSC for dept users?

The Department Officers shall get the DSC sore-Tokens from any of the authorized vendors of CA, India. For convenience, the vendor addresses are given here: ToView [click here](#)
The Vendor list is not exhaustive. The Department users may ensure that they get two pairs of Keys (One for Signing and One for Encryption).

8. How to obtain DSC for contractors / bidders

Bidder scan obtain the e Tokens from the following address To View [click here](#)

9. How much time do CAs take to issue a DSC?

The time taken by Certifying Authorities to issue a DSC may vary from three to seven days.

10. What is the validity period of a Digital Signature Certificate?

The Certifying Authorities are authorized to issue a Digital Signature Certificate with a validity of one or two years. The maximum period for which the DSC is issued is only two years. On the expiry of the term, the Digital Signature Certificate can be revalidated by paying the fees again.

11. What is the legal status of a Digital Signature?

Digital Signatures are legally admissible in a Court of Law, as provided under the provisions of IT.

12. *Is a company required to obtain a Digital Signature Certificate in its own name for e Tendering*

**Digital Signature Certificate (DSC) is not required by Companies but by individuals.
For example the Director or the Authorized signatory signing on behalf of the Company requires a DSC.**

13. *Can I do e-filing of documents if I do not possess a DSC?*

No. It is mandatory to have a valid digital signature certificate for e-filing the forms on e-Tendering portal.

***For further guidance please refer “Bidders Manual Kit” on the NICE-Tendering Website
<https://etenders.gov.in/eprocure/app>***

24 Hour Support details

For any technical related queries please call at 24x7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787.

International Bidders are requested to prefix 91 as country code

Note-Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject While e-mailing any issue alongwith the Contact details. For any issues/clarification to the tender(s) published kindly contact the respective Tender Inviting Authority.

Tele 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787.

-Mail: support-eproc[at]nic[dot]in

For any Policy related matter/Clarifications

Please contact Dept. of Expenditure, Ministry of Finance.

E-Mail: cppp-doe[at]nic[dot]in

Guidelines/ Instructions regarding submission of Integrity Pact

The bidders are required to adhere the following guidelines in respect of submission of Integrity Pact:-

- (1) The Integrity Pact is to be prepared on a non-judicial stamp paper of Rs. 100.00 or the amount as may be applicable in the respective state- whichever is higher, by the bidder. Cost of the stamp paper is to be borne by the bidder.
- (2) The bidder will mention the date and other relevant details as per the tender document.
- (3) A scanned copy of the Integrity Pact signed by the authorized signatory/ partners / consortium members is to be uploaded along with the Techno- Commercial Bid and the original document is to be submitted to in the office of AM(E&M), India Tourism Development Corporation Ltd. , Hotel Kalinga Ashok, Gautam Nagar on or before the due date/ extended due date of submission of the bids.
- (4) In case the bidder wants an original copy of the Integrity Pact for his reference/ record, they will have to submit two sets of the Integrity Pact on non-judicial stamp paper of Rs. 100.00 or the amount as may be applicable in respective state- whichever is higher, by the bidder. Cost of the stamp paper is to be borne by the bidder.
- (5) Integrity Pact will be part of terms & conditions of the contract and bidder is bound by the provisions contained therein.
- (6) Particulars of two Independent External Monitors (IEM's) appointed by ITDC is as under :-

| Names and contact details of the two Independent External monitors (IEM's) appointed by ITDC | |
|--|--|
| Dr. Bhushan Chander Gupta IAS (Retd.) 3297, Sector 19D, Chandigarh – 160019 Mobile No. 9971199729 E-mail : bcgupta2000@yahoo.com | Sh. Jagmohan Garg (Ex- Vigilance Commissioner CVC) Flat No. 604, ASPIRE – 2, Emerald Court, Supertech, Sector – 93A, NOIDA Expressway, NOIDA – 201301 (UP) Mobile No. : 8800889956 E-mail : jagmohan.garg@gmail.com |

Format of Annual Turnover as per the Audited Accounts

| S. No | Financial Year | Turnover (INR) |
|--------------|---------------------------------------|-----------------------|
| 1 | 2016 – 17 | |
| 2 | 2017 – 18 | |
| 3 | 2018 – 19 | |
| 4 | Average Turnover of above three years | |

(Signature of Authorized Signatory, CA)

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

(Signature of Authorized Signatory, CA)

Seal of CA Firm

India Tourism Development Corporation Ltd

**General Conditions of Contract And Standard Contract Forms For
Engineering Works**

Interpretation and Definitions

1. Singular and Plural

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

2. Headings and Marginal Notes to Conditions

Headings 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.

3. Definitions

- a) “Corporation” shall mean the India Tourism Development Corporation having its registered office at Scope Complex 6th floor Core 8 Lodi Road New Delhi- 110003, in the State of Delhi and includes a duly authorized 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 the tender, the tender and acceptance thereof and the formal agreement, if any, executed between the India Tourism Development Corporation Unit: Engineering Project Division and the Contractor together with the documents referred to therein including these conditions with appendices and any special conditions, the specifications, designs, drawings, 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 Contracts the cost of the 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 that day.
- g) I “Project Engineer” / “Assistant Engineer” shall mean the Engineering

Officer appointed by the India Tourism Development Corporation, who shall direct supervise and be in charge of the works for purposes of this contract, and maintain liaison with the architect(s).

- II** "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.
- III** "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, acts 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 Corporations of the part of Works in respect of which a certificate of completion has been issued or 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 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 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 and 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 None of these documents shall be used by the Contractor for any purposes 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 execution and completion as aforesaid in accordance with good practice and recognized principles.

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 the nature of the ground and subsoil (so 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 correctness and sufficiency of his tender for the Works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters 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-scale 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, the following order of preference shall be observed:-
- a) Description in Schedule of Quantities
 - b) Particular Specification and Special Conditions, If any
 - c) General Specifications
- 8.2** If there are varying or conflicting provisions made in anyone 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 there 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 specifications or from any of his obligations under the Contract.
- 8.4** If on check 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 amount of an item is not worked out by the Contractor or it does not correspond to the rate written either in figures or in words, the rate quoted by the contractor in 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 in 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 sections of Schedule of Quantities or in General Summary by the tenderer shall be ignored.

Security Deposit / Performance Guarantee (GCC)

9. (a) The successful tenderer shall deposit an amount equal to the 5% the tender and accepting value of the work (without limit) as performance guarantee in the form of banker cheque / demand draft / pay order / an irrevocable bank guarantee bound of any scheduled bank or the State Bank of India in the prescribed form. The time allowed for submission of the performance guarantee by the contractor shall be decided by the NIT approving authority for a period ranging from 4 to 15 days of issue of the letter of acceptance, depending upon the magnitude and / or urgency of the work. The Performance Guarantee will be valid till the completion of the work.
- 9 . (b) The Contractor shall permit the Corporation at the time of making any payment to him for work done under the contract to deduct such sums as will along with the amount of the EMD deposited amount to 5 percent of the gross amount of the bill. The Security Deposit deducted will be released to the contractor on expiry defect liability on the demand of the contractor provided the project engineer is satisfied that there is no demand outstanding against the contractor.
9. (c) When the Security Deposit reaches a limit of Rs. 5,00,000/- the Contractor if so desires may convert the amount into Bank Guarantee from any scheduled bank. The validity of this Bank Guarantee shall extend upto the expiry of the 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 until the expiry of Defects Liability Period.

Deviations/Variations Extent and Pricing

10. The Architects and/or Project Engineer shall have power (i) to make alterations in, omissions from, additions to, or substitutions for, the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit part of the Works in case of non-availability of a portion of the Site or for any other reason, and the Contractor shall be bound to carry out the Works in accordance with any instructions 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 and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as part of the Works, shall be carried out by the Contractor on the same conditions in all respects including price 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 there for shall be resolved in accordance with Condition 49.

10.1 The time for completion of the Works shall, in the event of any deviations resulting in additional Cost over the Contract Sum being ordered, be extended as follows if requested by the Contractor:

- a) In the proportion which the additional 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) 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 the 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 case of composite tenders where two or

more schedule of quantities form part of the contract, the rate shall be derived from the nearest similar item in the Bills of Quantities of the particular part of Works in which the deviation is involved, failing that from the lowest of the nearest similar items in other schedule of quantities.

- iii) If the rate for any additional, altered 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 the Works actually awarded is higher or lower than the estimated amount of the Works actually awarded.
- iv) Where the rates cannot be derived in the manner of (i) to (iii) above, the same shall be worked out on the basis of Market Rates or actual expenditure incurred in the execution of the item inclusive of any taxes, octroi, etc., plus 15% Contractor's profit, overheads and supervision charges.

- b) The Contractor shall, within 14 days of 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 items 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 the order in writing of the Project Engineer, suspend the progress of the Works or any part thereof for such time 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 proper 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.

The Contractor shall during such suspension, properly protect and secure the Works to the extent necessary and carry out the instructions given in that behalf by the Project Engineer.

- 12.(b) If the suspension is ordered for reasons (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 the 7th 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 or PERT/CPM Chart ensuring good progress accordingly.**

13.2 **If the works be delayed by:**

- a) Force majeure, or**
- b) abnormally bad weather or**
- c) serious loss or damage by fire or**
- d) civil commotion, local combination of workmen, strike or lockout, affecting any of the trades employed on the work or**
- e) delay on the part of other contractors or tradesmen engaged by the Corporation in executing work not forming part of the Contract
or**
- f) non-availability of stores which are the responsibility of the Corporation to supply or**
- g) non-availability or breakdown of Tools and Plant to be supplied or supplied by the Corporation or**
- h) Any other cause which in the absolute discretion of 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 endeavours 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 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 Schedule “F” may give a fair and reasonable extension of time for completion of the 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 equipment’s required for the execution 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. 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 provided 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 complying with the specifications laid in the Contract.

15.(a)3. The Project Engineer shall have full powers to require removal of any or all of 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 to 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 the 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 tests 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 provision of the Contract. The cost of materials consumed in 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 Schedule "B" which also stipulates quantum, place of issue and rate(s) to be 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 whatever description as 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 on foreclosure of the works. Be returned by the Contractor at his 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 charges which would have been incurred by the Contractor had 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 rates not exceeding those at which these were originally issued to him after taking into consideration any deterioration or damage which may have been caused, to the said materials whilst in the custody of the Contractor.
- 15.(b)5.** If on completion of 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 go down 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 go down only according to daily requirements with the 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 officials concerned with the Contract shall be entitled at any time to inspect and examine any materials intended to be used in or 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 which these are being obtained and the Contractor shall give such facilities as may be required for such inspection and examination.
- 15.(c)2.** All materials brought to the Site shall become and remain 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, in respect of any such material is fully recovered. The contractor, shall at his own expense, forthwith remove from the Site all surplus materials originally supplied by him and upon such removal, the same shall reset in and become the property of the Contractor.

Labour

16. The Contractor shall employ labour in sufficient numbers either directly or through sub-contractors, 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 the Project Engineer. The Contractor shall not employ in connection with the Works any person who has not completed his fifteenth year of age.

16.1 The Contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers' Liability Act, 1938, Workmen's Compensation Act. 1923. Industrial Disputes Act, 1947, Maternity Benefit Act, 1961 and Mines Act, 1952, The Employees State Insurance Act, 1948, Safety Code and Labour Welfare Acts, or rules, or any modifications thereof or any other law relating thereto and rules made there under from time to time.

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 Excepted 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 owners, tenants or occupiers of other properties near the Site and to the public generally.

Materials Obtained from Excavation

19. Materials of any kind obtained from excavation on the Site shall remain the property of the Corporation and shall be disposed of as the Project Engineer may direct.

Treasure Trove, Fossil, 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 workman or any other person from removing or damaging any such article 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 directions 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 meter 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 the Works 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 the Works or shall appoint qualified Engineer approved by the Architect and /or Project Engineer to act in his stead. If the Contractor fails to appoint a suitable agent as directed by the Engineer-in-Charge, the Engineer-in-Charge shall have full powers to suspend the execution of the 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 and/or 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 authorized 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 foundations before permanent Work is placed thereon. The Contractor shall give due notice to the Project Engineer or his authorized representative whenever any such work or foundation is ready for examination and the Architect/Project Engineer or his representative shall, without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, attend for the purpose of examining 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 work 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 the Project Engineer misconduct himself or is incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the Works without permission of the 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 part to the satisfaction of the Architect/Project Engineer. If any such part has been Covered

up or put out of view after being approved by the Project Engineer and is subsequently found on uncovering to be executed in accordance with the Contract, the expenses of uncovering and /or making openings in or through reinstating and making good the same shall be borne by the Corporation. 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 is contained in the Contract, if works have to be carried out during night or on Sundays or on authorized 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 groups of items, the Project Engineer shall issue separate completion certificates for such items or groups 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 workman on the Site in connection with the execution of the 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 completion of the entire work, items or groups or 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 notwithstanding anything expressed or implied elsewhere in this Contract:

- a) Within thirty days of the date of completion of such items or groups of items or of possession of the relevant part, the Project Engineer shall issue completion certificate for the relevant part as in Condition 30 provided the contractor fulfils 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 items or the relevant part as the case may be.
- c) For the purposes of ascertaining compensation for delay under condition 31 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 Contractors authorized representative. The Hindrance register shall also be inspected by the Architects during their inspection of works and initiated 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-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 amount as may be fixed by the authority mentioned in Schedule "F" on the Contract value of the work for every week that the progress remains below that specified in Conditions 13 and 14 or that the work remains incomplete. This will also apply to items or groups of items for which separate period of completion has been specified.
1% (one per cent) of the contract amount subject to a

maximum or Rs. 10,000 PER WEEK or a part thereof . The total compensation for delay shall further be subject to an overall maximum of 10% (ten per cent) of the Contract as awarded. The decision of the competent officer of the Accepting Authority 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 Buildings. Sanitary works, water supply works, electrical works, plant and machinery, furniture, roads and drainage, 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 precautions to prevent loss or damage and to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the 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 instructions of the Project Engineer.

31.1 The Contractor shall indemnify and keep indemnified the Corporation against all losses and claims for injuries or damage to any persons or any property whatsoever which may arise out of or in consequence of the construction and maintain 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 or 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 carrying 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, Employers Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947 and the Maternity Benefit Act, 1961, or any modifications thereof or any other law relating thereto and rules made hereunder from time to time or as a consequence or any accident or injury to any workman or other persons 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 the 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 compensation payable under the Workman's Compensation Act, 1923 or any modification thereof or any other law relating thereto.
- 31.4** The aforesaid insurance policy / policies shall provide 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 Defect Liability Period.
- 31.6** The Contractor shall ensure that similar insurance policies are taken out by the 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 and when required by the Architect/Project Engineer.
- 31.7** If the contractor and or his sub-contractors {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 and in 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

moneys due or which may become due to the 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 with 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 or ancillary to the Works.

Notices to local Bodies

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

- 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 or 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.

Instructions 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 for 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 the 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 the 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 had 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 the 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 of 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 items 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 work) 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 or to be taken over by the Corporation, cost of such materials. 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.
 - ii) For Contractors materials not retained by the Corporation, reasonable cost of transporting such materials from Site to Contractor's permanent stores or to his other Works, whichever is less. If materials are not transported to either of the said places, no cost of transportation shall be payable.
- c) If any material supplied by the Corporation is 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 were in the custody of the Contractors. In addition, cost of transporting such materials from Site to the Corporation stores, if so required by the Corporation.

- d) Reasonable compensation for transfer of T&P from Site to Contractors 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 books, time sheets and other 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 Contractor is a partnership concern and one of the partners dies then unless the Accepting Authority is Satisfied that the legal representatives of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners are capable of carrying out and completing the Contract the Accepting Authority shall be entitled to cancel the Contract as to its incomplete part without the Corporation being in any way liable to payment of any compensation to the estate or the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the Accepting Authority that the legal representatives 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 damages for not completing the Contract.

Cancellation of Contract in Full or in Part.

38. If the Contractor:

- a) At any time 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 it 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 or completion, on or before the date(s) or 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 to any person in Corporation's service or to any other person on his behalf any gift or consideration or any kind as an inducement or reward for doing or forbearing to do or for having done or forborne 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 of any such commission and the terms of 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-benefited methods of competitive tendering, **or**
- g)** Being an individual, or if a firm, any partner thereof, shall at a time be adjudged insolvent or have a receiving order or order for administration of 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 effects or composition or arrangement for the benefit of his creditors or purport so to do, 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 or the Court shall make an order for the liquidation of its affairs, or a receiver or manager of behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the court on debenture holders to appoint a receiver or Manager **or**
- i)** Shall suffer an 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 attempts 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 to any other right to remedy which shall have accrued or shall accrue 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 plant, 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 tackle 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 moneys due to the contractor on any account and if such moneys are 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 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 plant, etc. shall be returned to the contractor, provided always that if cost or anticipated cost of 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 benefit shall not accrue to the contractor.

Liability for Damages, Defects or imperfections and Rectifications thereof

39. If the Contractor or his workmen or employees shall injure or destroy any part of the building in which they may be 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 damage shall happen to the work while in progress the Contractor shall, upon receipt of a notice in writing in that behalf, make the same good at his own expense. If it shall appear to the Architect/Project Engineer or his representative at any time during 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 materials or articles provided by the Contractor for execution of the work are unsound or of a quality 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 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 re- construct the work so specified in whole or in part, and/or remove the materials or articles 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 in his notice aforesaid, the Project engineer may rectify or remove and replace with others the materials or articles complained of, as the case may be, 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 of work in 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 by 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 out at his expense, all expenses incurred on it by the Corporation shall be recoverable from the Contractor and be adjusted or 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 like-wise 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(j) 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 a 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 authorized 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 work.

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

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 parties engaged in taking the measurements.

Methods of Measurement

43. Except where any general or detailed description of the work in quantities expressly 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 Measurement or any general or local custom. In the case of items, which are not covered by the Schedule of Rates/Specification, measurements shall be taken in accordance with the relevant Standard Method of Measurement issued by the Indian Standards Institution.

Payment on Account

44. Interim bills 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 amount 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 accord as act and have been brought to Site for incorporation in the Works and are safeguarded 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 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 any subsequent interim certificate or by the final certificate. No certificate of the Architect/Project Engineer supporting an interim Payment shall of 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 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.5.00 Lakhs Four months
- b) Contract amount exceeding Rs.5.00 Lakhs 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 disputed portion of the final bill and if he fails to do so within 90 days, his disputed claim shall be dealt with as provided in the contract.

Reimbursement on Variation in Price

46. (a) Materials if after submission of the tender and or during the progress of the works, the price of any material (not being a material supplied by the Accepting Authority in accordance with the Conditions 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 has increased as aforesaid and the contractor has thereupon to pay in respect and of such materials or item a price which is higher than the price of that material or item as prevailing immediately before the passing of such Act or levying, increasing of such duty, 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 any time 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 the 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 vouchers, abstracts, etc. The corporation further reserves the right to enforce recovery of any overpayment when detected, notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an 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 a 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 under payment 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 overpayments against amounts 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 specifications, designs, 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, designs, specifications, estimates, instructions, order or these conditions or otherwise concerning the works, or execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the chairman & managing Director of the India Tourism Development Corporation for appointment of an Arbitrator under the Arbitration & Conciliation Act, 1996 as amended time to time. The sole Arbitrator so appointed shall not have any direct or indirect or any past or present relationship or interest in any of the parties. In case of deposit work, the client will also be a party in the arbitration proceedings.

The arbitral proceedings shall be held in Bhubaneswar.

Jurisdiction: The contract shall be governed by the Laws of India and Jurisdiction of Courts for legal issue will be Bhubaneswar.

49. 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.
50. The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple interest rate of 7% per annum, calculated from the actual date of completion to previous day of last date of submission of tender. The multiplication factor of 7% per annum Simple interest is not applicable on the annual Financial Turnover figures.
51. Joint Venture and Consortium are not accepted. However, LLP shall be accepted in addition to existing practice.
52. Tax Registration: GST / or as applicable from time to time.
53. (a) In case of deposit work, the client should be made a party in the proceedings before the court of Law / Arbitration.

53. (b) In case of deductions from the bills of the parties, except statutory deductions, a speaking letter be issued within seven days of such deductions, to the party recording the reasons in support of deductions to ensure that decision of such deductions is not a result of whim or fancy but arrived at after considering the relevant clauses of the NIT, breach, laps on the part of the party whereby ITDC is entitled for deductions.
54. (a) If the proprietor / any of the partners of the bidder firm / any of the directors of the bidder company have been at any time, convicted by a Court for an offence, such bidder will be ineligible.
54. (b) In case of any clear indication of cartelization of express or implied anticompetitive agreements between the Bidder's at the time of finalization of Tender or thereafter, which at any time i.e. before or after award of the contract comes to the notice of the ITDC, the Tendering Authority may reject the relevant Bids, forfeit their EMD / Security Deposit
54. (c) The selected bidder shall indemnify the ITDC against prosecutions, claims of damages, all third party claims of infringement of patent, trademark / copyright rights arising from the use of the supplied software / hardware etc. And related services or any part thereof or any violation / non observance of applicable Laws / Rules & Regulation by the bidder or his personnel. ITDC stand indemnified from any claims that the hired manpower may opt to have by virtue of working on the project for whatever period. ITDC also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the personnel while working on the project.
54. (d) Any information pertaining to the Govt. or any other client involved in the project that comes to the knowledge of the bidder in connection with this contract will be deemed to be confidential and the bidder will be fully responsible for the same being kept confidential and held in trust, as also for all consequences of its concerned personnel failing to do so. The bidder shall ensure due secrecy of information and data not intended for public distribution.
54. (e) No failure or omission by the parties in the performance of any obligation of this contract will be deemed a breach or create any liability if the same will arise from any cause or cause beyond the control of the Parties, including, but not limited to, the following, acts of God, acts or omissions of any government, any rules, regulations or orders issued by any governmental authority or by any officer, department, agency or instrumentality thereof, fire, flood, storm, earthquake, accident, war, rebellion, insurrection, riot and invasion. The affected party shall notify the other party of such force majeure circumstances as soon as reasonably practical, and shall promptly undertake all reasonable efforts necessary to cure such

force majeure circumstances.

54. (f) The Bidder(s) will not, directly or through any other person or firm indulge in fraudulent practice means a will full misrepresentation or omission of facts or submission of fake / forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of other and / or to influence the procurement process to the detriment of the Corp. interests.

TENDER

TO INDIA TOURISM DEVELOPMENT CORPORATION

Unit: Hotel Kalinga Ashok, Bhubaneswar

(Hereinafter referred to as the Corporation)

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

- (a) Notice Inviting Tender
- (b) Schedules A, B, C, & F
- (c) _____ Specifications
- (d) Special Conditions

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

A sum of Rs. _____ is hereby forwarded in UTR /RTGS/NEFT
_____ date _____ drawn on _____ Bank
favouring India Tourism Development Corporation, New Delhi, as Earnest Money. If I/We fail to keep the tender open for a period of 90{ninety} days validity after opening the tender(s), or make any modifications in the terms and 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 said earnest money absolutely. Should this tender be accepted, I/We hereby agree to abide by and fulfil all the terms, conditions and provisions of the aforesaid documents.

If, after the tender accepted, I/We fail to commence the execution of the 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 the capacity of _____

Address _____ Duly authorized to sign the tender

_____ On behalf of

(In block capitals)

_____ Date: _____

Postal Address _____

Telegraphic Address _____

Schedule 'F'

Reference to General Conditions of Contract
(To be signed by the Contractor(s) at the time of signing the agreement)

Condition No:

| | | | |
|--|--------------------------------|---|-------------|
| 3(b) Accepting Authority Corporation | India | Tourism | Development |
| 3(i) Market Rate - percentage addition To cover profit, overheads and supervision | 15% | | |
| 9. (a) Estimated cost of the Works put to tender | As per NIT | Only | |
| (b) Earnest money (2% of the estimated cost of The Works) | As per NIT | | |
| (c) Security deposit (5% of gross value of work done Subject to a maximum of Rs.5.00 lakhs | | | |
| 11(ii) Schedule of rates applicable: | Latest CPWD S O R | | |
| Percentage adjustment to the rates in the Schedule of Rates, for pricing deviations | Plus/minus _____ Percentage | | |
| 13. Time allowed for execution of work (To be reckoned from the SEVENTH Day after the date of work order) | : | 45 Days | |
| 29. Compensation for delay | : | As per NIT | |
| 30. Defects liability Period | : | ONE YEAR from the date of completion | |
| 31. Interim Bills | : | Monthly or as certified by the Project Engineer | |
| 32. Final Bill | | | |
| a) Contract amount not exceeding Rs. 5.00 Lakhs | : | Four months | |
| b) Contract amount exceeding Rs. 5.00 Lakhs | : | Six months | |

Schedule 'B'

Materials for Issue to the Contractor.
(See Condition 15)

| SI. No. | Particulars | Rate at which Material will Be issued | Quantity | Place of Issue | |
|------------|-------------|---|---------------|----------------|---|
| | | | ----- Unit | Rs. | |
| 1 | 2 | 3 | 4 | 5 | 6 |

NIL

Signature of
Issuing Officer

Signature of
Contractor

Date

Date

Schedule "C"

Performa 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 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 the Hindrance Register should be enclosed with this Performa.

Form of Bank Guarantee in Security Deposit in Individual Contract (General

To, Condition No, 9)

India Tourism Development Corporation

1. In consideration of the I.T.D.C, _____ of _____ (hereinafter called the "Corporation" which expression shall unless repugnant to the subject or context include his successors 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 fulfilment by the said Contractor of 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 loss or damage, costs, 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 the 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 to or suffered by or that may be caused to 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 caused to or suffered by or that may be caused 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 Contractor and accordingly discharges this Guarantee subject, however, that the Corporation shall have no claim under this Guarantee alter 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, and the Case may be, unless a notice of the claim under this Guarantee has been served on the Bank before the expiry 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 affecting 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 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 to 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 be released from its liability under these present by any exercise by the Corporation of the liberty 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.

Date this ____ day of _____ 19

For and on behalf of the Bank

The above Guarantee is accepted by the ITDC/

For and on behalf of the I.T.D.C. _____ of _____ SD

Dated _____

(Name and designation)

NOTE:

*For proprietary concerns

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

For Partnership concerns

(a) **Shri _____ son of _____ resident _____ of**

(b) Shri _____ son of _____ resident of _____ carrying on business in co-partnership under the name and style of _____ at _____ (hereinafter collectively called "the said Contractor" which expression shall unless the context requires otherwise include each of them and their respective heirs, executors administrators and legal representatives).

For Companies

S/ Shri _____ a company under the Companies Act 1956 and having its registered office at _____ in the State of _____ hereinafter called:" the said Contractor" which expression shall enter the context requires otherwise include its successors and assigns)

Bank Guarantee for Advance to Contractors

To,

The India Tourism Development Corporation Ltd.
Scope Complex, Core 8 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 the Companies Act having its registered office at Scope Complex, Core 8 Lodhi Road New Delhi-110003 (hereinafter referred to as employer).

WHEREAS M/s _____ (hereinafter called 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 the 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 to India Tourism Development Corporation Limited, New Delhi on demand and without demur and 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 reason of any breach by the said contractor of any of the terms and conditions contained in the said agreement or by reason of the contractor's failure to complete the work strictly in accordance with the time schedule agree to. We further agree that the employer shall be the sole 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 or 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 the said order have been fully paid and its claim satisfied or discharged or till the India Tourism Development Corporation Limited, New Delhi. Certify that terms and conditions of the said order have been fully and properly carried out by the said contractor and accordingly discharge the Guarantee 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 Limited, 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 extend time of performance by the said contractor from time to time, postpone for any time or from time to time any of the powers exercisable by India Tourism Development Corporation Limited, New Delhi, against the said contractor and to forbear 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 the India Tourism Development Corporation Limited, New Delhi, or any indulgence by it to the said contractor or by any 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 Limited, New Delhi.
7. Notwithstanding anything contained hereinbefore, our liability under this bond is restricted to as Rs. _____ (Rupees _____ only) and It will remain in force till the _____. 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 there under.

Annexure 2

| Particulars | | Details | |
|--|-------|-------------|---------------------|
| 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 Company/(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) | | | |
| “Bill to” Address | | | |
| City | | | |
| State | | | |
| Postal Code | | | |
| Country | | | |
| Sr. No. | State | Address | GSTIN |
| 1 | _____ | ____ Branch | Abcdxxxxxxxxxxxx123 |
| 2 | | ____ Branch | Abcdxxxxxxxxxxxx321 |
| City | | | |
| State | | | |
| Postal Code | | | |
| Country | | | |
| Contact person for communicating any kind of mismatch in inputs-output. 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 | |
| CIN (Corporate Identity Number) | |
| Whether Registered under GST Y or N | |
| 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 Company/(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 | |
| State wise GSTIN of Vendor (of ‘Bill from’ location) | |
| “Ship from” address of the vendor and State Code | |
| Name of authorised signatory | |
| Contact person for communicating any kind of mismatch in inputs-output. Please provide the name, designation, email id and contact no of the relevant person | |
| Provision 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 (including 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 Integrity Pact (hereinafter referred to as the Agreement) is made on ____ day of the month of _____ 20 _____

Between

India Tourism Development Corporation Ltd (ITDC) - a Government of India Undertaking, is a company duly incorporated and existing under the provisions of the Companies Act, 1956, having its registered office at SCOPE Complex, Core 8, 7 Lodi Road, New Delhi-110003 (hereinafter referred to as the Principal, which expression shall unless repugnant to the meaning of context hereof include its successors and permitted assigns).

And

M/s. _____ (name and address of the Individual/firm/company/consortium members) through _____ [mention details of the duly authorized signatory] (hereinafter referred to as the Bidder/Contractor which expression shall unless repugnant to the meaning of context hereof include its successors and permitted assigns).

Preamble

Whereas, the Principal has floated a Tender _____ [Tender No.] (hereinafter referred to as Tender) and intends to award under laid down procedures, contract(s)/purchase order/work order/ for - _____ [name of the contract/order] or items covered under the tender (hereinafter referred to as the Contract).

Whereas, the Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

Whereas, in order to achieve these goals, the Principal has appointed competent and credible Independent External Monitor (IEM) for this Pact after approval of Central Vigilance Commission.

Whereas to meet the aforesaid purpose both parties have agreed to enter into this Integrity Pact (hereinafter referred to as the Agreement), the terms and conditions of which, shall be read as an integral part of the tender document and contract between the parties.

Now, Therefore, in consideration of the mutual covenants contained in this Pact, both parties hereby agree as follows:-

Section 1- Commitments of the Principal

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

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

b. The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.

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

2.If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there is a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder(s)/ Contractor(s) The Bidder(s)/Contractor(s) commit them self to take all measures necessary to prevent corruption. The bidder(s)/Contractors(s) commit them self to observe the following principles during participation in the tender process and during the contract execution.

a. The Bidder(s) / contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. And the details as mentioned in the 'Guidelines on Indian Agents of Foreign suppliers' shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupee only.

In a tender, either the Indian Agent on behalf of the Principal/OEM or the Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender. If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s)/Contractors who have signed the integrity pact shall not approach the courts while representing the matter to IEM s and shall wait for their decision in the matter.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or terminate the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression and

action will be taken as per the procedure prescribed in the "Guidelines on banning of business dealings" of the Principal.

Section 4: Compensation for Damages

Without prejudice to any rights that may be available to the Principal under law or Contract or its established policies and laid down procedures, the Principal shall have the following rights in case of breach of this Agreement by the Bidder(s)/Contractor(s).

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to the Earnest Money Deposit / Bid Security Amount of the Bidder/Contractor.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the as per the procedure mentioned in the "Guidelines on Banning of business dealings" of the Principal.

Section 6: Equal treatment of all Bidders/Contractors.

1. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of Integrity Pact by the sub-contractor(s).
2. The Principal will enter into Agreements with identical conditions as this one with all bidders, contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign and submit this Integrity Pact along with their Technical Bid for this Tender or violate its provisions at any stage of the tender process.

Section 7: Violations of the Integrity Pact

If the Principal obtains knowledge of conduct of a Bidder, Contractor, or of an employee or a representative or an associate of a Bidder, Contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section8: Independent External Monitor/Monitors (IEM)

1. The Principal will appoint competent and credible Independent External Monitor for this Pact after approval of Central Vigilance Commission.

The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The monitor would have access to all contract documents whenever required. It will be obligatory for him/her to treat the information and documents of the bidders/contractors as confidential. He/she reports to the C&MD, ITDC.

3. The Bidder/Contractor accepts that the Monitor has the right to access without restriction to all project documentation of the principal including that provided by the contractor. The contractor will also grant the monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to sub-contractors (if any).

4. The Monitor is under contractual obligation to treat the information and documents of the Bidders(s)/ contractor(s)/ sub-contractors(s) with confidentiality. The monitor has also signed declarations on 'Non- Disclosure of Confidential Information' and of 'Absence of conflict of interest'. In case of any conflict of interest arising at a later date, the IEM shall inform C&MD (ITDC) and recuse himself/herself from that case.

5. The Principal 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 Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

7. The Monitor will submit a written report to the C&MD, ITDC within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

8. If the Monitor has reported to the C&MD, ITDC, a substantiated suspicion of an offence under relevant IPC/PC Act, and the C&MD, ITDC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

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

Section 9 - Pact Duration

1. This pact begins when both parties have signed this Agreement. It expires for the Contractor 12 months after the last payment under the contract and for all other bidders 6 months after the contract has been awarded.

2. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

3. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Agreement as specified above, unless it is discharged / determined by C&MD of ITDC.

Section 10 - Other provisions

1. This Agreement is subject to Indian Law, the place of performance and jurisdiction is the Registered Office of the Principal i.e. New Delhi.

2. Changes and supplements, as well as termination notices need to be made in writing. Side agreements have not been made.

3. This agreement must be signed by the duly authorized signatory only. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members. In case of any change in partnership/consortium the new partner or member will have to sign this document.

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

5. Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

6. In the event of any contradiction between this Agreement and its annexure, the clause of the Agreement will prevail.

For the sake of brevity, both the parties agree that this Agreement will have precedence over the Tender/Contract documents with regard to any of the provisions covered in this Agreement.

(For & on behalf of the Principal
Bidder) (Office Seal)

(For & on behalf of the
(Office Seal)

Place: _____
Date: _____

Witness-1: _____
_____ (Sign)

Name: _____
Address: _____

Witness-2: _____
_____ (Signature
) Name: _____

FRAUD PREVENTION POLICY - ITDC

INTRODUCTION

ITDC has placed adequate systems and procedures commensurate to its nature of business such as Licensing Procedure, Purchase Procedure, Engineering & Works Manual, Delegation of Power etc. For ensuring the orderly and efficient conduct of business in an honest, ethical and transparent manner without any bias or malafide.

Further as per schedule V to SEBI (LODR) Regulations, 2015 relating to Corporate Governance provisions requirement, ITDC has placed a whistle blower policy. This policy envisages the Corporation to put in place a mechanism for employees to report to the Management about unethical behaviour, actual or suspected fraud or violation of conduct rules.

Clause 34 (2) (f) of the SEBI (LODR) Regulations, 2015 requires top 500 companies (based on market Capitalization) to give in its Annual Report the Business Responsibility Report describing the initiative taken by the Company from an environmental, social and governance perspective. Principal 1 of the policy requires that businesses should not engage in practices that are abusive, corrupt, or anti-competition. Pursuant to this, it is considered appropriate to formulate and implement a FRAUD PREVENTION policy in the Company.

OBJECTIVES

The objective of the “Fraud Prevention Policy” is to provide a system for detection, reporting and prevention of fraud, whether committed or suspected. The policy will provide a framework and lay down a procedure for detection, reporting and prevention of fraud or suspected fraud. The policy will ensure that management is aware of its responsibilities for detection and prevention of fraud and for establishing procedures for preventing fraud and / or detecting fraud when it occurs.

SCOPE OF THE POLICY

The policy applies to all frauds committed or suspected linked to the business of the Company involving any employees as well as representatives of vendors, suppliers, contractors, consultants, service providers or any outside agency doing business with the company.

DEFINITION OF FRAUD

“Fraud is a wilful act intentionally committed by an individual (s) – by deception, suppression, cheating or any other fraudulent or any other illegal means, thereby, causing unlawful gain (s) to self or any other individual (s) and wrongful loss to other (s), whether in cash or kind.

ACTIONS CONSTITUTING FRAUD

While fraudulent activity could have a very wide range of coverage, the following are some of the act(s) which constitute fraud. The list given below is only illustrative and not exhaustive: -

- i. Forgery or alteration of any document or account belonging to the Company.
- ii. Forgery or alteration of Cheque, Bank Draft or any other Financial Instrument etc.
- iii. Misappropriation of funds, securities, supplies or others assets by fraudulent means etc.
- iv. Falsifying records such as pay-rolls, removing the documents from files and / or replacing it by a fraudulent note etc.
- v. Willful suppression of facts / deception in matters of appointment, placements, submission of reports, tender committee recommendations etc. as a result of which a wrongful gain (s) is made to one and wrongful loss (s) is caused to the others.
- vi. Utilizing Company funds for personal purposes.
- vii. Authorizing or receiving payments for goods not supplied or services not rendered. Destruction, disposition, removal of records or any other assets of the Company with an ulterior motive to manipulate and misrepresent the facts so as to create suspicion / suppression / cheating as a result of which objective assessment / decision would not be arrived at.

Any other act that falls under the gamut of fraudulent activity. Suspected improprieties concerning an employee's moral, ethical, or behavioural conduct, should be resolved by departmental management and Employee Relations of Human Resources rather than under Fraud Policy.

REPORTING OF FRAUD

Any employee, representatives of vendors, suppliers, contractors, consultants, service providers or any outside agency doing business with the company as soon as he / she comes to know of any fraud or suspected fraud or any other fraudulent activity must report such incident (s). Such reporting shall be made to the designated Nodal Officer (s) nominated by the Company for this purpose from time to time. If, however, there is shortage of time such report should be made to the immediate HOD whose duty shall be to ensure that input received is immediately communicated to the Nodal Officer. The reporting of the fraud normally should be in writing. In case the reporter is not willing to furnish a written statement of fraud but is in a position to give sequential and specific transaction of fraud / suspected fraud, then the officer receiving the information / Nodal Officer should record such details in writing as narrated by the reporter and also maintain the details about the identity of the official / employee / other person reporting such incident. Reports can be made in confidence and the person to whom the fraud or suspected fraud has been reported must maintain the

confidentiality with respect to the reporter and such matter should under no circumstances be discussed with any unauthorized person.

All reports of fraud or suspected fraud shall be handled with utmost speed and shall be coordinated by Nodal Officer (s) to be nominated.

On receiving input about any suspected fraud / nodal officer (s) shall ensure that all relevant records documents and other evidence is being immediately taken into custody and being protected from being tampered with, destroyed or removed by suspected perpetrators of fraud or by any other official under his influence.

DUTY OF NODAL OFFICER

The “Nodal Officer” shall, refer the details of the Fraud / suspected fraud to the Vigilance Department of ITDC, immediately for further appropriate investigation and needful action.

During receipt of information of Fraud / Suspected Fraud, it would be the duty of Nodal Officer to verify the identity of the Complainant. Anonymous Complaint should not be acted upon. After verification of the identity of the Complainant, the Nodal Officer should keep the identity of the Complaints secret.

After completion of the investigation, due & appropriate action, which could include administrative action, disciplinary action, civil or criminal action or closure of the matter if it is proved that fraud is not committed etc. Depending upon the outcome of the investigation shall be undertaken.

Vigilance Department shall apprise “Nodal Officer” of the result of the investigation undertaken by them. There shall be constant coordination maintained between the two.

RESPONSIBILITY FOR FRAUD PREVENTION / CREATING AWARENESS / CIRCULATION OF POLICY

It is the responsibility of every employee, representatives of vendors, suppliers, contractors, consultants, service providers or any outside agency doing business with the company to ensure that there is no fraudulent action being indulged in, in their own area of activity / responsibility. As soon as they learn of any fraud or have suspicion regarding it, they should immediately report the matter as per the procedure laid down in the policy.

All vendors, suppliers, contractors, service providers, consultants and other agencies having business relations with the company are required to affirm to the Fraud Prevention Policy of the company. As such this policy document shall form a part of the tender / RFP document and shall have to be concurred to by all bidders.

All Departmental Heads shall be responsible for proper implementation of the Fraud prevention policy of the company. The Nodal Officers have powers to take corrective actions as per this policy. Name and contact number of nodal officers shall be available on Website and all prominent locations. Efforts will be made to keep the name of the informer secret.

The company recognises that employee / stakeholder’s awareness is essential for effective detection / prevention of fraud / suspected fraud. As such the company shall put in place

adequate communication mechanisms for dissemination of information about the policy and its importance to the corruption free governance of the company.

AMENDMENTS / REVIEW OF POLICY

The Chairperson and Managing Director shall be the Competent Authority for the interpretation and revision of this policy. The policy will be reviewed and revised as and when needed.

Nodal Officer: HOD of Engineering Division of ITDC will be the Nodal Officer.

Business Responsibility policy

| S.No | BRR principles approved by ITDC Board |
|--------------|---|
| Principle 1. | <p>Businesses should conduct and govern themselves with Ethics, Transparency and Accountability</p> <ol style="list-style-type: none"> 1. Businesses should develop governance structure, procedures and practices that ensure ethical conduct at all levels; and promote the adoption of this principle across its value chain. Businesses should communicate transparently and assure access to information about their decisions that impact relevant stakeholders. 2. Businesses should not engage in practices that are abusive, corrupt, or anti-competition. 3. Businesses should truthfully discharge their responsibility on financial and other mandatory disclosures. 4. Businesses should report on the status of their adoption of these Guidelines as suggested in the reporting framework in this document. 5. Businesses should avoid complicity with the actions of any third party that violates any of the principles contained in these Guidelines. |
| Principle 5. | <p>Businesses should respect and promote human rights</p> <ol style="list-style-type: none"> 1. Businesses should understand the human rights content of the Constitution of India, national laws and policies and the content of International Bill of Human Rights. Businesses should appreciate that human rights are inherent, universal, and interdependent in nature. 2. Businesses should integrate respect for human rights in management systems, in particular through assessing and managing human rights impacts of operations, and ensuring all individuals impacted by the business have access to grievance mechanisms. 3. Businesses should recognize and respect the human rights of all relevant stakeholders and groups within and beyond the workplace, including that of communities, consumers and vulnerable and marginalized groups. 4. Businesses should, within their sphere of influence, promote the awareness and realization of human rights across their value chain. 5. Businesses should not be complicit with human rights abuses by a third party. |
| Principle 6. | <p>Businesses should respect, protect, and make efforts to restore the environment</p> <ol style="list-style-type: none"> 1. Businesses should utilize natural and manmade resources in an optimal and responsible manner and ensure the sustainability of resources by reducing, reusing, recycling and managing waste. 2. Businesses should take measures to check and prevent pollution. They should assess the environmental damage and bear the cost of pollution abatement with due regard to public interest. 3. Businesses should ensure that benefits arising out of access and commercialization of biological and other natural resources and associated traditional knowledge are shared equitably. 4. Businesses should continuously seek to improve their environmental performance by adopting cleaner production methods, promoting use of energy efficient and environmental friendly technologies and use of renewable energy. |

5. Businesses should develop Environment Management System (EMS) and contingency plans and processes that help them in preventing, mitigating and contingency environmental damages and disasters, which may be caused due to their operations or that of a member of its value chain.
6. Businesses should report their environmental performance, including the assessment of potential environmental risks associated with their operations to the stakeholders in a fair and transparent manner.
7. Businesses should proactively persuade and support its value chain to adopt this principle.

SPECIAL CONDITIONS

1. Protection of work/workers: The safety of the work in all respect is contractor's responsibility till the site is handed over back to ITDC after completion of project.
2. Measurement: The quantities given in the tender are approximate which may be increased / decreased during execution of work however the payment shall be made on the basis of actual measurement taken on site and in conformity with BIS codes.
3. Lighting arrangement: The contractors shall provide adequate lighting arrangements as approved by the Project Engineer for carrying out the works during night time and also provide all other facilities for the labour employed to carry out the works.
4. Site constraints: The quoted rate shall, among others, include mobilization of various type of materials and labour, tools, plants, lighting etc. working at all heights, depths, widths etc. and also the constraints at site like accesses, simultaneous working of other agencies engaged by the corporation, lead, lift, light shortage of storage space and such other situations as exist at site of work.
5. Water & Electricity: The contractor shall make his own arrangement for water & electricity required for construction as well as for drinking water at his own cost. The contractor shall make necessary arrangement for the above at his own cost and remove the same on completion /termination of the work. If water and electricity be arranged by ITDC, 1% of work done shall be deducted from contractor's bill, i.e. half percent each for water & electricity.
6. The rates of the contractor shall be inclusive of **Labour Cess @1%** or as applicable and necessary recovery of labour cess shall be made from each RA bill by the ITDC to be deposited with the labour board of the concerned 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 and will be deposited with the labour board at the later date as and when the labour board is established in the state
7. Safe Custody: The safe custody and up-keep, till handing over, is the sole responsibility of the contractor. The contractor shall employ sufficient supervisory personal and watchman to ensure that the different items fabricated, supplied by him are kept in fine condition till they are hand over satisfactorily.
8. 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 as per the agreed phases.
9. Specification: All work their execution, workmanship; measurements shall be carried out as per the CPWD specification or latest BIS codes unless otherwise specified.
10. Quantity: The contractors deemed to have studied the site carefully and arrived at quantities or material so as to complete each items of schedule of quantity in its entirety.
11. Additional Work: During the course of execution, if any related additional works are specified, notified, the same shall be executed by the contractor.
12. The Contractor shall submit a phased work programme for execution of the work immediately after award of work.

13. Contractor shall provide “All risk insurance policies” beneficiary to ITDC equivalent to the contract sum which shall be validated till the defect liability period is over and workman compensation policy which shall be validated for running period of work.
14. The contractor should strictly comply with the provision of EPF&ESI Acts and keep indemnified the corporation against all actions claims demands, liabilities whatsoever under and in respect of breach of any provision of clause of the said Act.
15. On completion of work a post comparative statement will be prepared and total work done amount of the lowest firm will be restricted at the lowest amount of post comparative statement of the other tenderers in case of reversal of tender for payment purpose
16. Any discrepancies found in the documents/drawings must be brought to the notice of the Project Engineer and clarification sought well in advance and his decision shall be final and binding on the contractor
17. All mandatory tests as per CPWD specifications and as desired by Engineer-in-Charge shall be carried out. The testing charges of material including cost of materials shall be borne by the contractor.
18. The basic rate / price mentioned in the item is subjective. If Architect / ITDC Engineer-in-Charge select an item having more / less price as mentioned in the tender (basic price), then rate will re-worked out w.r.t. actual price of the item for cost adjustment.
19. The form work used shall be made of still or unless specifically permitted by Engineer -in-Charge.

20. Sub-standard work

- (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) 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.

21. Acceptance of sub-standard work

- (i) 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.

- (ii) 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-in-charge, it is expedient to do so.
- (iii) 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.
- (iv) 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.
- (v) 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.
- (vi) The amount of compensation once levied by the Project Engineer cannot also be waived or reduced by higher officers.

22. Govt. and Local Rules

The Contractor shall confirm to the provisions of all local by-laws and Acts relating to the work and to the Regulation etc. of the Govt. and Local Authorities and of any company with whose system the work under contract is required by the said Act, rules, regulations and by-laws for execution of work involved.

23.(a) Rain which does not cause hindrance for one day or less shall not be counted as hindrance.

(b) Similarly, it is also clarified that no hindrance shall be recorded in case of festival as the same are known hindrances and taken into account in the stipulated period of time for completion of works at the time of floating of the tender.

TECHNICAL SPECIFICATIONS (General)

SECTION "A": MATERIALS AND WORKMANSHIP

1. All materials brought on site of works and meant to be used in the same shall be the best of their respective kinds and to the approval of the Employer.
2. Samples of all materials shall be got approved by the Employer and shall be deposited with him before the order for the material is placed with the suppliers. The material brought on the works shall confirm in every respect with approved samples. The contractor will submit manufacture certificate of the material used/ to be used before release of payment.
3. The contractors shall check fresh consignment of materials as it is brought on the site of the works, to see that they confirm in all respects to the satisfaction of Engineer-In-charge. And/ or samples approved by Architect.
4. The Employer will have the option to have any of the materials tested to find whether they are in accordance with the specifications and the contractor will bear all expenses in that connection. All bills, vouchers and test certificate which, in the opinion of the Architect/Employer or the representative, as necessary to convince him as to the quality of the materials of their suitability shall be produced for his inspection on requisition testing charges, if any shall have to be borne by the contractors.
5. Any material that have not been found to be conforming to the specification will be rejected forthwith and shall be removed from the site by the contractors within 48 hours at their own cost.
6. The Employer shall have power to cause the contractors to purchase and use such materials, from any particular source, as may in his opinion be necessary for the proper execution of the work.
7. Workmanship: All works shall be to level plumb and square corners, edges and arises in all cases shall be unbroken and finished neat.
8. Skilled workmen/technicians for the respective traders shall be employed by the contractors to monitor the work progress and to instruct and extract the right kind of workmanship from the men employed on the works instructions given to such work force by the architect or his representative shall be carried out with a view to get the work executed in a neat and workman like manner according to the specification.
9. The Employer may order the inspection any finished work as he chooses and in a manner he decides, and the contractors shall bear all expenses in the connection if the results of such inspection proved that the workmanship is no of the standard as required, the work will be rejected and removed forthwith and be replaced by works of the accepted standard of quality.

LIST OF APPROVED MAKE

| BOUNDARY WALL Work | | |
|---------------------------|-------------------------------------|--|
| Sr. No | Item | Make |
| 1. | Cement | Ultratech , Ambuja, ACC, Ramco or equivalent as per approved by Engineer-in-Charge. |
| 2 | TMT Bars / Reinforcement / MS Steel | Tata, Jindal, SAIL, RINL/Vizag, or equivalent as per approved by Engineer-in-Charge. |

EMD REFUND FORM
(To be filled by bidder)

Annexure –III

Name of the tender applied for: _____ Date: _____

Details of the bidder

Name of the firm: _____

Address: _____

Name of the Authorized Signatory: _____

Contact No.: _____

Email id: _____

Details of EMD submitted:

Cash Deposited: Rs. _____ With: _____

Receipt No.: _____ Date : _____

Pay Order/DD No.: _____ Dated: _____ Drawn on: _____

In case of payment through RTGS please provide the

Bank transaction reference number: _____

In case of payment through NEFT please provide the UTR

Number: _____

In case of bidding through E-proc website please provide the

OPGR No: _____

Particulars for online refund (please attached scanned copy of cheque)

Name of Bank: _____

Branch Name & Address: _____

IFSC code: _____

Account No.: _____ Account Type: _____

I hereby declare that the particulars given above are correct and complete and accord our consent for receiving EMD without claiming any interest.

Signature of the authorized signatory

Name: _____

Designation: _____

SCHEDULE OF WORK

| BOUNDARY WALL BOQ | | | |
|--------------------------|--|-------------|-------------|
| s.no. | Description | Unit | Qty. |
| 1 | Earth work in excavation by mechanical means (Hydraulic excavator)/manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-in-charge. All kinds of soil . | cum | 38.84 |
| 2 | Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level : 1:4:8 (1 Cement : 4 coarse sand (zone-III) : 8 graded stone aggregate 40 mm nominal size) | cum | 6.474 |
| 3 | Brick work with common burnt clay modular bricks of class designation 7.5 in foundation and plinth in: Cement mortar 1:6 (1 cement : 6 coarse sand) | cum | 19.557 |
| 4 | Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level : 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) | cum | 4.037 |
| 5 | Centering and shuttering including strutting, propping etc. and removal of form Lintels, beams, plinth beams, girders, bressumers and cantilevers. | Sqm | 32.3 |
| 6 | Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level. Mild steel and Medium Tensile steel bars Thermo-Mechanically Treated bars of grade Fe-500D or more. | kg | 322.960 |
| 7 | Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in : Cement mortar 1:6 (1 cement : 6 coarse sand) | cum | 31.954 |
| 8 | 12 mm cement plaster of mix : 1:6 (1 cement: 6 fine sand) | Sqm | 497.2 |
| 9 | Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge. In cement mortar | cum | 5.994 |
| | | | |

| BOUNDARY WALL BOQ | | | | | |
|-------------------|--|------|--------------|----------------------------|------------|
| s.no. | Description | Unit | Qty. | Rate(Rs.) | Amt. (Rs.) |
| 1 | Earth work in excavation by mechanical means (Hydraulic excavator)/manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-in-charge. All kinds of soil . | cum | 38.84 | Rate not to be Quoted here | |
| 2 | Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level : 1:4:8 (1 Cement : 4 coarse sand (zone-III) : 8 graded stone aggregate 40 mm nominal size) | cum | 6.474 | Rate not to be Quoted here | |
| 3 | Brick work with common burnt clay modular bricks of class designation 7.5 in foundation and plinth in: Cement mortar 1:6 (1 cement : 6 coarse sand) | cum | 19.557 | Rate not to be Quoted here | |
| 4 | Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level : 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) | cum | 4.037 | Rate not to be Quoted here | |
| 5 | Centering and shuttering including strutting, propping etc. and removal of form Lintels, beams, plinth beams, girders, bressumers and cantilevers. | Sqm | 32.3 | Rate not to be Quoted here | |
| 6 | Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level. Mild steel and Medium Tensile steel bars Thermo-Mechanically Treated bars of grade Fe-500D or more. | kg | 322.960 | Rate not to be Quoted here | |
| 7 | Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in : Cement mortar 1:6 (1 cement : 6 coarse sand) | cum | 31.954 | Rate not to be Quoted here | |
| 8 | 12 mm cement plaster of mix : 1:6 (1 cement: 6 fine sand) | Sqm | 497.2 | Rate not to be Quoted here | |
| 9 | Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge. In cement mortar | cum | 5.994 | Rate not to be Quoted here | |
| | | | Total | | |