



INDIA TOURISM DEVELOPMENT CORPORATION LIMITED

UNIT: Hotel Kalinga Ashok, Gautam Nagar, Bhubaneswar - 751001

(GOVERNMENT OF INDIA UNDERTAKING)

TENDER DOCUMENT

FOR

Supply, Installation, Testing and Commissioning
of One Number 13 Passenger Guest Lift
at Hotel Kalinga Ashok, Bhubaneswar.

ESTIMATED COST: Rs.13,13,604/-

EMD Rs. 26, 275.00

CLIENT:

**Hotel Kalinga Ashok,
Gautam Nagar,
Bhubaneswar - 751001**

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1.Check List for tender Submission

| Sl. No | Name of Firm: | Attached | |
|--------|--|----------|----|
| | | Yes | No |
| | Pre qualification documents | | |
| 1 | Digitally signed complete tender documents including corrigendum, if any. | | |
| 2 | Required EMD as applicable Rs. 26,275 /- | | |
| 3 | 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 Certified by CA along with UDIN Number (As per format given in tender document). | | |
| 4 | 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 following: | | |
| | a) 3 similar completed works costing not less than the amount equal to 40% of the estimated cost OR | | |
| | b) 2 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. | | |
| 5 | Copy of PAN No. | | |
| 6 | Copy of Registration under GST | | |
| 7 | Copy of Registration with PF, ESI authority | | |
| 8 | Copies of similar work executed in last 3 years along with work order & performance certificate | | |
| 9 | History and structure of firm, name of directors/ proprietary/ partner with technical staff. | | |
| 10 | List of machinery, tools and equipments | | |
| 11 | Audit balance sheet of last 3 years For the year 2020-21 with UDIN For the year 2021-22 with UDIN For the year 2022-23 with UDIN | | |
| 12 | An affidavit duly notarized on stamp paper of Rs.100/- (non-judicial) stated that: - In case any ambiguity is noticed in the documents submitted at any stage, we shall be entirely responsible and liable for any action as deemed fit under the law. (is to be uploaded along with the techno-commercial bid and the original document is to be submitted to the office of the tender inviting authority as detailed in NIT document on or before the due date/extended due date of submission of the bids) | | |
| 13 | GST Law(Annexure 2 & 2 (a) | | |
| 14 | All the above certificate /documents shall be digitally signed by the firm and original shall be produced for verification as required. Documents submitted should have date of origin on or before last date of submission of tender. | | |
| 15 | EMD Refund form. | | |
| 16 | Undertaking of the following shall be furnished by bidder on their letterhead. (a) No blacklisted/debarred by any Govt. Department/Public Sector Undertaking. (b) No penalty is pending during the last 2 years from any Govt. Department/Public Sector Undertaking. | | |
| 17 | Integrity Pact | | |
| 18. | Proof of payment through NEFT/RTGS/DD/MSME Exemption of EMD | | |

**India Tourism Development Corporation Ltd
(A Government of India Undertaking)**

2. PRE-QUALIFICATION CUM TENDER NOTICE

Unit: Hotel Kalinga Ashok

Subject -Supply, Installation, Testing and Commissioning of One Number 13 Passenger Guest Lift at Hotel Kalinga Ashok, Bhubaneswar.

E-tenders (online bids) are invited on behalf of India Tourism Development Corporation. Ltd. New Delhi for **Supply, Installation, Testing and Commissioning of One Number 13 Passenger Guest Lift at Hotel Kalinga Ashok, Bhubaneswar.** for an estimated cost of **Rs.13,13,604/- + GST (extra)** as per terms and conditions indicated in the tender documents. The estimate however, is given merely as a rough guide. Manual tender shall not be accepted.

1. The works are to be completed within **07 months** from the 7th day after the day on which the Project/Unit Engineer issues the written order to commence the work or from the date of handing over the site, whichever is later in accordance with the phases if any indicated by the corporation in the tender documents.
2. Tender documents can be downloaded from the ITDC website, www.itdc.co.in (for reference only) and Central Public Procurement Portal i.e. CPPP site <https://etenders.gov.in/eprocure/app>. The online bids will be received up to **02.09.2024 till 4.00 P.M** and the technical bids will be opened on **03.09.2024 at 4.00 PM** electronically.
3. Bid Submission: - The tender shall be submitted online at Central procurement portal i.e CPP website <https://etender.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.
4. The applicant`s are advised to follow the instructions "Instructions To Bidder for Online Bid Submission" provided in the **Annexure (I)** for online submission of bids.
5. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of scanned documents. .
6. The required tender form cost is **NIL** and **Earnest Money deposit of Rs. 26, 275/- (Rupees: Twenty Six Thousand Two Hundred Seventy Five Only)** needs to be deposited through Demand Draft which shall be in favor of **ITDC Ltd. Scope Complex, Lodhi Road, New Delhi** payable at **New Delhi** issued by a scheduled bank or electronically by NEFT/RTGS online payment in the account of **India Tourism Development Corporation Ltd** at the below mentioned details. The cost of money transfer (including Payment Gateways Commission and taxes etc) has to be borne by the bidder. It is advised that the bidders should consider the time taken to process the payment electronically (i.e. NEFT/RTGS, Net banking, Credit/Debit cards) to ITDC, into consideration before submitting the bid. ITDC will not liable (in any case) for delay/non -payment in this regard.

BANK Details for EMD Payment through NEFT/RTGS:

Account Name:- India Tourism Development Corporation Ltd
Account no. 52091765999,
IFSC Code – SBIN0020511,
State Bank of India,
Scope Complex, Lodhi Road, New Delhi

No interest will be payable on EMD. In 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.

7. Exemption from submission of EMD for Micro and Small Enterprises (MSEs) Units: The MSE 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.
8. The bidders who are desirous of participating in e-tender shall upload their bids in the format prescribed in the tender document. The bidder should upload the relevant digitally signed certificated, documents etc. and tender documents including corrigendum if any. The bidder shall digitally sign all the documents certificates etc. owing the responsibility for their correctness/authenticity. Bids shall be submitted online only at website: - <https://eprocure.gov.in/eprocure/app>.
9. The bidders are required to have class -3 digital certificates (if they don't already have) from the authorized digital signature issuance company. **There is no fee for registration or participation in this tender. For registration visit <https://eprocure.gov.in/eprocure/app> on line bidder enrolment.**
10. E- Tenders are invited for the above subject work. Normally contractors whose names are borne on the approved list of contractors of PWD/ CPWD/ MES/ Railways/ PSUs of (Either with State or with Central govt.) may be permitted to E- tendering according to their financial category. However in the present case eligibility criteria are given in the para 12 to 22 & 52. The details of items are indicated in the Schedule of work/ quantity upload herewith. The tenderer should carefully pursue the clauses mentioned as here under before submitting their tender, require clarification if any, may be sought prior to submission of tender. No request for clarification will be entertained once the tender is submitted.
11. The prices are to be quoted/ documents to be uploaded as per part-B (price bid).
12. Proof of having successfully Completed Similar works during last seven years ending last day of the month previous to one in which tender are invited as per the following:
 - A. Three similar completed works costing not less than the amount equal to 40% of the estimated cost. Or
 - B. Two similar completed works costing not less than the amount equal to 50% of the estimated cost. Or
 - C. One similar completed work costing not less than the amount equal to 80% of the estimated cost(Similar work means ("SITC of Lift work"))

Note: The contractors participating in tenders are required to submit completion certificate and copy of work order along with BOQ. Firms showing work experience certificate from non-government/non PSU organizations should submit copy of tax deduction at sources certificate in support of their claim for having experience of stipulated value of work.
13. 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.
14. Proof and Copy of valid PAN No.
15. Copy of Registration under GST Law.
16. Copy of Registration with Provident Fund, ESIC authority.
Audited Balance Sheet for the last three Financial Years and i.e.
 - a) For the F.Y 2020-2021 with UDIN no. clearly mentioned.
 - b) For the F.Y 2021-2022with UDIN no. clearly mentioned.
 - c) For the F.Y 2022-2023 with UDIN no. clearly mentioned.

17. Proof of average annual financial turn over with UDIN during last three years ending 31st March of previous financial year should be at least 30% the estimated cost as per format given in the tender document.
18. History and Structure of firm, Name of Director(s)/Partner(s)/Proprietor with details/list of technical staff.
19. List of Machinery, Tools, Plants & Equipment.
20. All the documents / certificates shall be submitted by firm should be digitally signed. All the documents uploaded by scanning original copies and in a readable font.
21. 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 also be notarized.
22. Since the mode of submission of documents 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 **DGM (E&M), The Ashok Hotel, 50-B, Diplomatic Enclave, Chanakyapuri, New Delhi-110021.**
23. Original documents if required may be asked from the tenderers after opening of Technical bid for cross verification.
24. Copies of other drawings and documents pertaining to the works signed for the purpose of identification by the acceptance authority of his accredited represent representative and samples of materials to be arranged by the contractor will be opened for inspection by tenderers at the following at the address given below during working hours between the dates mentioned in clause 4 above, at **DGM (E&M), The Ashok Hotel, 50-B, Diplomatic Enclave, Chanakyapuri, New Delhi-110021.**
25. 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 risk, contingencies and other circumstances which may influence or effect their tender. A tenderer shall be deemed to have full knowledge of the site, whether he inspects it or not and no extra charges consequent on any misunderstanding or he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
26. Submission of a tender by a tenderer 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 work.
27. a) All rates shall be quoted on the tender form and shall include all materials, Labour, Transportation, **all taxes,(Excluding GST) duties,** testing, commissioning, supervision, tools, plants, wastage, sundries, scaffoldings as required mobilization, demobilization, transportation etc. and nothing extra shall be payable on any account. **However, shall not include the GST and 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 on materials in respect of this contract shall be payable** by the contractor and the corporation will not entertain any claim whatsoever in this respect.

28. The rates quoted by the tenderer shall be exclusive of GST and employer's ESI/ EPF Contribution. Supplier shall submit to ITDC the GST 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 either in case or by way of adjustment of input tax credit at the time of filling the monthly return. ESI/EPF shall be reimbursed separately (wherever applicable) after receiving claim by the contractor duly supported with ESI/EPF deposit challans in respect of associated manpower.
29. The contractor shall be solely responsible for complying with the provision of EPF and misc. Provision Act 1952 and ESI Act relating to manpower engaged for this contract in due event of any liability on ITDC by virtue of its being the principle employer. Due to failure of contract to comply the said Acts, the contractor shall indemnify and reimburses the amount payable to ITDC on this Account.
30. 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.
31. The rates of the contractor shall be inclusive of labour cess at the rate of 1% or as applicable and necessary recovery of labour cess shall be made from each RA bill by the ITDC to be deposited with labour board of concern state in case the labour ids not established in the state, recovery made by ITDC on account of labour cess shall be retained under suspense head and will be deposited with the labour board at the later date as and when the labour board is established in the state.
32. The vender ensures to pass the benefits accrued due to the GST to the ITDC which ultimately is to be passed to the final consumer. In contingency of any legal proceedings/ action taken by tax authorities for non compliance of anti profiteering clause by the vendor. The vendor indemnifies the ITDC from any losses monetary or otherwise suffered on account of non compliance of anti profiteering clause by the vendor.
33. 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 adversely effects the GSTN rating of ITDC.
34. In case of any non-compliance by the vendor which results in to loss of input tax credit under GST law to ITDC, the vendor shall pay ITDC an amount equal to lost input tax credit along with interest/penalties or any other monetary loss suffered because of such non compliance under GST Act.
35. Further Vendor indemnifies the ITDC against any loss monetary or otherwise arising due to legal proceedings initiated by the tax authorities against ITDC as a result of noncompliance/default in paying tax by Vendor, Vender shall indemnify ITDC in respect of the recourse action in case of "**BLACK LISTING**" under the "Compliance Rating Score" mechanism due to non compliance/default by vendor.
36. 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 its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the Price Bid will not be considered by ITDC for reimbursement of tax or reassessment of offer.
37. 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.

38. On acceptance of tender, the earnest money will be treated as part of the Security.
39. The General Terms & Conditions of Contract or any special condition of the contracts attached with tender will form integral part of the contract. The tenderers are required to sign each and every document along with tender documents digitally signed as token of acceptance.
40. A tenderer shall submit the tender which satisfies each and every condition laid down in this notice, failing which the tender will be liable to be rejected. The tenderer shall upload all the pages of tender document digitally signed as acceptance of tender.
41. The India Tourism Development Corporation do not bind themselves accept the lowest or any tender or to give any reasons for their decisions.
42. The India Tourism Development Corporation reserve to themselves the right of accepting the whole or any part of the tender and tenderer shall be bound to perform the same at his quoted rates.
43. The validity of the tender(s) shall be up to 90 (Ninety) days from the date of opening of tender.
44. "In case, it is found during the evaluation or at any time before signing of the contract or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the applicant or the applicant has made material misrepresentation or has given any materially incorrect or false information, the applicant shall be disqualified forth with, if not yet, appointed as the contractor/supplier and if the applicant has already issued the LOA or has entered into the contract, as the case may be, same shall not withstanding anything to the contrary contained therein liable to be terminated Performance Security by a Communication in writing by the Corporation to the Applicant, without the Corporation being liable In any manner whatsoever to the applicant and Without prejudice to any other right or remedy which the Corporation may have with initiation of any appropriate panel action as per the applicable law
45. 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.
46. This notice of tender shall form part of the contract document.
47. All corrigendum/extension regarding the tender shall be published on the above mentioned websites only.
48. The tenderer whose tender is accepted, shall permit the corporation at time of making any payment to him for work done under the contract to deduct towards security deposit such sum as will along with the amount of earnest money already deposit to 5% of the gross amount of the bill till the sums so deducted amount to Rs. 5 lacs.
49. The Intending tenderers are advised to visit the I.T.D.C. website:-www.itdc.co.in & <https://etenders.gov.in/eprocure/app> regularly till closing date of submission of tender for any corrigendum / addendum /amendment. The quoted item should strictly comply with our requirement given in the tender document. Incomplete/conditional offer or tender without EMD will be rejected out rightly. The tender completed in all respect must be applied online before the last date and time of tender submission. The Techno Commercial Bid will be opened on the scheduled date and time of opening online bids. Financial Bids of only technically qualified tenders shall be opened at a later date which will be intimated to only technically qualified bidders. The Management reserves the right to accept/reject any of all bids in part or all without assigning any reason thereof.

50. All documents submitted by the bidder shall have date of origin on or before the last date of submission of tender.
51. ITDC will return EMD where applicable to unsuccessful bidders.
52. Undertaking for the following shall be given at the time of submission/uploading of the tender by the bidder on their letterhead duly signed & Stamped:-
- a) Not blacklisted/debarred by any Govt. Department/Public Sector Undertaking.
 - b) No penalty is pending during last 2 years from any Govt. Department/Public Sector Undertaking.
53. **Mode of Submission of Electronic Bank Guarantee: -**
Only Electronic Bank Guarantee (eBG) shall be submitted by bidders wherever applicable.
54. The tender accepting authority while accepting tenders should impose a restriction that quantities of items in item rate tenders for which the contractor quotes abnormally high or low should not vary by more than 5% subject to ensuring at the same time that there is no reversal of contract.
In case variation beyond 5% (plus side) for abnormally high/low rate items is unavoidable, in the interest of the work, the Engineer-In-Charge shall take prior approval in writing from competent authority giving full justifications.
- While awarding the work the acceptance as far as possible should be taken from the successful tenderer for accepting the lowest quoted rates of among all the tenderers for abnormally high rated items for execution beyond 5% of schedule tendered quantities.
55. The bidders should be uploaded complete set of Tender document including corrigendum's if any which shall be digitally signed. If the bidder has failed to do so, the bid shall be out rightly rejected.
56. Conditional & incomplete bids shall not be considered and will be out rightly rejected.

Signature: _____
Designation: DGM (E&M)
Unit: Hotel Kalinga Ashok, Bhubaneswar.
Dated: 13.08.2024.

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 – Class3DSCs are required

System Requirement – Windows7 or onward plus internet connection + Java8 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 Sctpt / 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 EMDs 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: Class 2: Here, the identity of a person is verified against a trusted, pre-verified data base. Class 3: 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: To View [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 along with the Contact details. For any issues/clarification to the tender(s) published kindly contact the respective Tender Inviting Authority.

Tele-

Mail: 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787.
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

Format of Annual Turnover as per the Audited Accounts

| S.No | Financial Year | Turnover (INR) |
|-------------|---------------------------------------|-----------------------|
| 1 | 2020-21 | |
| 2 | 2021-22 | |
| 3 | 2022-23 | |
| 4 | Average Turnover of above three years | |

Proof of average annual financial turnover of firm during last 3 years ending 31st March of the previous financial year of 30% of the estimated cost Certified by CA along with UDIN Number.

(Signature of Authorized Signatory)

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)
(To be certified by Chartered Accountant of the Agency)

Seal of Agency

3.General Conditions of Contract
And Standard Contract Forms
For Engineering
And Architectural Works

Interpretation and
Definitions

Singular and Plural

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

Headings and Marginal Notes to Conditions

2. 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.

Definitions

3. (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: Ashok Hotel 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.1) "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).

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

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

h) "Excepted Risks" are risks due to riots (otherwise than among Contractor's employees) and civil commotion (in so far as both these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of Government, damage from aircraft, 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 Corporation's 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 the 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 and/or the Drawings, the following order of preference shall be observed:-

- (a) Description in Schedule of Quantities
- (b) Particular Specification and Special Conditions, If any
- (c) Drawings
- (d) General Specifications

8.2 If there are varying or conflicting provisions made in 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

9. Security deposit / performance guarantee (GCC):

- a) The success full tender 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

e-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 completion of the work.

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 as satisfied that there is no demand outstanding against the contractor.

c) When the security deposit reaches a limit of Rs. 5,00,000/- the contractor if so desire may convert the amount in to bank guarantee from any scheduled bank. The validity of this bank guarantee shall extend up to 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 defect 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 endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Project Engineer to proceed with the works.

13.3 Request for extension of time to be eligible for consideration shall be made by the Contractor in writing as per 28.3 within fourteen days of 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.

14. Plant and Equipment

14. The Contractor shall arrange at his own expense all tools, plants and equipments 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 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 & remain property of 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 & become 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 & 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 shall 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 & examine any part of 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 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 initialled 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 percent) of the contract amount subject to maximum of Rs. 50000 PER WEEK or apart thereof for the first four weeks of delay and subsequent delays for every week or part thereof, amount shall be 2% of the contract amount subject to a maximum of Rs. 1 lac per week. The total compensation for delay shall further be subject to an overall maximum of 15% (fifteen percent) of the contract amount as awarded. The decision of the competent 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 Contractor within seven days of expiry of 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 10 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 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 labor 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 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 local authority in respect of 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 "Works 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 execution of Works in full but which he did not derive in consequence of foreclosure of 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.

(b) (ii) For Contractor's 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 Contractor's permanent stores or to his other Works, whichever is less, If T&P are not transported to either of the said places, no cost of transportation shall be payable.

36. 2 The contractor shall, if required by the Architect/Project Engineer, furnish to him books of account, wage 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 or 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 Corporation of the works or part of works is less than amount which the contractor would have been paid had he completed the works or part of 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 reconstruction 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 Architect/Project Engineer, forthwith rectify or remove & re-construct the work so specified in whole or in part, and/or remove materials or articles so specified and provide other proper and suitable materials or articles at his own expense, notwithstanding that same may have been *inadvertently passed, certified and paid* for and in event of his failing to do so within the PERIOD TO BE SPECIFIED BY THE Architect/Project Engineer in his notice aforesaid, the Project engineer may rectify or remove and replace with others 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, 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 Corporation shall be recoverable from 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 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 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, labor & other thing 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 relevant Standard Method of Measurement issued by Bureau of Indian Standards.

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 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 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 underpayment is discovered, the amount shall be duly paid to the Contractor by the Corporation.

47.4 Provided that the aforesaid right of the Corporation to adjust 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. Governing Law, Jurisdiction & Dispute Resolution:

In the event any dispute and or difference arises between the Parties out of or in connection with this Agreement/

contract, the Parties hereto shall make an endeavor to settle such dispute amicably.

This Agreement shall be governed by and interpreted in accordance with the laws in force in India and the Courts at Delhi shall have exclusive jurisdiction in all matters and to settle any disputes arising out of this Agreement/contract.

Laws Governing the Contract

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 proceeding 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 reason 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 clause 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 Corporation interests.

55. Operation & Maintenance works be also considered for major equipment/devices as required for ITDC own works.

TENDER

To

INDIA TOURISM DEVELOPMENT CORPORATION

Unit: _____

(Hereinafter referred to as the Corporation)

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

of _____

- (a) Notice Inviting Tender
- (b) Schedules A, B, C, & F
- (c) Technical Specifications
- (d) Drawings
- (e) 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'.

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 | India Tourism Development Corporation |
| 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 | Rs. |
| (c) | Security deposit (05% of gross value of work Subject to a maximum of Rs.5.00 lakhs) | Rs. _____ |
| 11 (i) | Schedule of rates applicable: Percentage adjustment to the rates in The Schedule of Rates, for pricing for pricing deviations | Latest CPWD S.O.R. Plus/minus _____ Percentage, |
| 13. | Time allowed for execution of work (To be reckoned from the SEVENTH Day after the date of work order or handing over of site whichever is later) | 07months |
| 29. | Compensation for delay: | As per NIT |
| | 1% (one percent) of the contract amount subject to a maximum of Rs. 50000/- PER WEEK or a part there of for the first four weeks of delay and subsequent delays for every week or part thereof, amount shall be 2% of the contract amount subject to a maximum of Rs. 1 lac per week. The total compensation for delay shall further be subject to an overall maximum of 15% (fifteen percent) of the contract amount as awarded. The decision of the competent authority shall be final and binding. | |
| 30. 30.1 | Defects liability Period | one YEAR from the date of completion and handing over. |
| 44. | Interim Bills | Monthly or as certified by the Architect / Project Engineer |
| 45. | 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 _____
Date _____

Signature of
Contractor _____
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 E-Bank Guarantee in Security Deposit in
Individual Contract
(General Condition No, 9)

To,

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 after _____ years from the date of expiry of the Defects Liability Period as provided in the said Contract or from the date of cancellation of the said Contract, 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

2023

FOR AND ON BEHALF OF THE BANK

The above Guarantee is accepted by the India Tourism Development Corporation/

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 _____ 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).

E-Bank Guarantee for Advance to Contractors
The India Tourism Development Corporation Ltd.
Scope Complex, Core 8 Lodhi 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 fulfilment 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 retrieved 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.

5.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 & Work 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 envisage 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.

OBJECTIES

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 representative of vendors, suppliers, contractors, consultants, service provides 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 others 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 vendor, 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 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 specified 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 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 office(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 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 identify of the Complainant, the Nodal Officer should not be acted upon. After Verification of the identify of the complainant, the Nodal Officer should keep the identity of the Complainant secret.

After completion of the investigation, due & appropriate action, which could include administrative action, disciplinary action, civil or criminal action 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 results 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 Department 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 the name of the informer secret.

The company recognizes that employee/stakeholders 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 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 Officers: Following will be the nodal officers:

1. For Duty Free Shops and ATT Units in Eastern Region, RM (East) will be the nodal officer.
2. For Duty Free Shops and ATT Units in Eastern Region, RM (West) will be the nodal officer.
3. For Duty Free Shops and ATT Units in Eastern Region, RM (South) will be the nodal officer.
4. For Hotel Units/Catering Units/Restaurants, Head of the Hotel Unit/Catering Unit/Restaurant will be the nodal officer.
5. For Corporate Office – HoD of the different divisions will be the nodal officer

6. Business Responsibility policy

Sl.No BRR principles approved by ITDC Board

- Principle 1. **Businesses should conduct and govern themselves with Ethics, Transparency and Accountability**
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. **Businesses should respect and promote human rights**
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. **Businesses should respect, protect, and make efforts to restore the environment**
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.

INTEGRITY PACT

- The Integrity Pact is to **be executed on a plain paper** as per the format of Integrity Pact circulated in ITDC with each page of Integrity Pact duly signed by Procuring entity's and the bidder's authorized signatory.
- The bidder will mention the date and other relevant details as per the tender document.
- A scanned copy of the Integrity pact signed by the authorized signatory/partners/consortium members is to be uploaded along with the Techo-Commercial Bid and the original document is to be submitted to the office of the tender inviting authority as detailed in the NIT document on or before the due date/extended due date of submission of the bids.
- Integrity Pact is a part of the terms and conditions of the contract and the bidder is bound by the provisions contained therein.
- Particulars of the two IEM's appointed by ITDC (given below) should invariably be mentioned in all tenders.

| Names and contract details of the two Independent External Monitors (IEM's) appointed by ITDC | |
|---|---|
| Smt. Meenakshi Mishra, IA &AS (Retd.) Email: pcmishra@hotmail.com | Shri M.Akhaya IPS (Retd.) Email: akhaya61@gmail.com |

- *The IEM's are not be contacted for any clarification or help regarding the tender, in all such cases please contact the concerned officials whose details are given in the tender document.*

INTEGRITY PACT

(To be executed on Plain Paper with each page of Integrity Pact duly signed by Procuring entity's and the bidder's authorized signatory.)

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)

1. 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.
 - e) 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.
 - f) The Bidder(s)/Contractor(s) will, when presenting their bid, disclose an any and all payment made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - g) 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. Bidder to disclose any transgression with any other public /government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgression(s) is/are to be reported by the bidders shall be the last three years to be reckoned from the date of bid submission. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
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. Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties. The IEMS shall examine all the representations/grievances/complaints received by them from the bidders or their authorized representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/specifications etc.
3. 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.
4. 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).
5. 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 recues himself/herself from that case.
6. 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.
7. 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.
8. 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.
9. If the Monitor has reported, a substantiated suspicion of an offence under relevant IPC/PC Act, and the C&MD, ITDC and C&MD, ITDC has not action, within the reasonable time to take action against such offence or has not reported the same to the Chief Vigilance Officer, So the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
10. In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties.

In case, the dispute remains unresolved even after meditation by the panel of IEMs, the organization may take further action as per terms & conditions of the contract.

11. 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 or **Joint Venture** this agreement must be signed by all partners or consortium or **Joint Venture Partners**. In case of any change in partnership/consortium/Joint Venture the new partner or member will have to sign this document. **It is to be ensured that all sub- contractors also sign the IP. In case of sub-contractors, the IP will be a tri- partite arrangement to be signed by the Organization, the contractor, and the sub-contractor.**
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)
(Office Seal)

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

Place: _____

Date: _____

Witness-1: _____ (Signature)

Name: _____

Address: _____

Witness-2: _____ (Signature)

Name: _____

Address: _____

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 | | | |
| 2 | | | |
| | | | |
| 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 authorized 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

EMD REFUND FORM

(To be filled by the Bidder and uploaded)

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 number: _____

Particulars for online refund(Please attached scanned copy of Cheque)

Name of the 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 Authorized signatory

Name: _____

Designation: _____

Official Seal

8. SPECIAL TERMS & CONDITIONS

1. GENERAL

These Special Conditions shall be read in conjunction with the General Terms and conditions and shall take precedence over the General Conditions in case of any difference between the two.

1.1 OWNER AND SITE

The name and address of the owner responsible for the preparation of the contract agreement/documents are as follows:

Owner: **India Tourism Development Corporation
6th Floor, Scope Complex
Lodhi Road, New Delhi 110003**

Site: **Hotel Kalinga Ashok, Gautam Nagar, Bhubaneswar**

1.3. This specification covers manufacture, testing as may be necessary before dispatch, delivery at site, all preparatory work, assembly and installation work, commissioning, putting into operation of lifts and allied works and handing over of equipment covered by this specification. This detailed specification will form part of the works contract with the successful tenderer. The tenderer is requested to ensure that all schedules are filled in on-line and information is supplied in the format of the schedules. Failure to do so will render the tender incomplete and liable for rejection.

1.4 The tenderers are advised preferably not to deviate from the technical specifications/items, commercial terms and conditions of NIT like terms of payment, guarantee, arbitration clause, escalation etc.

1.5 The work shall be generally carried out as per tender specifications and in accordance with the following:

1.5.1 CPWD General Specifications for Electrical works Part I Internal-2013, as amended upto date.

1.5.2 CPWD General Specifications for Electrical works Part III Lifts & Escalators 2003 as amended up to date.

1.5.3 The norms laid by State Electricity Board

1.5.4 The Electricity Act 2003.

1.5.5 National Electrical Code.

1.5.6 The relevant IS for Lifts.

1.6 The tenderer should in his own interest visit the site and familiarize himself with the site conditions before tendering

1.7 No T&P shall be issued by the department and nothing extra shall be paid on account of this.

2. COMMERCIAL CONDITIONS

2.1 TYPE OF CONTRACT: -

The work to be awarded by this tender shall be treated as indivisible work contract.

2.2 PURCHASE, SUBMISSION AND OPENING OF TENDER:-

2.2.1 Bidders shall submit the E-Tender processing fee and Earnest Money in prescribed manner as indicated in the Press notice.

2.2.2 The tender will be in two parts.

a) First Stage - Technical Bid

b) Second Stage - Price bid

First Stage –

The tenderer should fill up their Technical Data in the Bid Common form (Part-I of the tender) in the format available on the web site. The tenderers are advised to put any clarification in the Technical Bid.

Second Stage -

The tenderer should fill up their rates in the price bid (Part-II of the tender) in the format available on the web site. The tenderers are advised to not to put any condition in the price bid. Conditional price bids are liable to be rejected summarily.

(Lowest tenderer will be determined after considering the total cost for Part 'A' minus Part-B)

Note: All the above documents are to be uploaded to the web site within the time and date specified in the NIT.

2.2.3 The first Part (Part-1 - Technical bid) only, shall be opened on the due date and time, as specified in form NIT electronically. The price bids of those tenderers whose technical bids are found acceptable shall be opened on the date and time to be specified subsequently.

2.2.4 Scrutiny/evaluation of the Technical bid shall be done by the department. In case it is found that the technical-cum-commercial bid of a tenderer is not in line with NIT specifications, requirements and/or contains any deviations, the department reserves the right to reject the technical bid of such firms (s) without making any reference to the tenderer(s).

2.2.5 Necessary clarifications required by the department shall have to be furnished by the tenderer within the time given by the department for the same. The tenderer will have to depute his representative to discuss with the officer(s) of the department as and when so desired. In case, in the opinion of the department a tenderer is taking undue long time in furnishing the desired clarifications, his bid will be rejected without making any reference.

2.2.6 A tenderer will not be allowed to withdraw or modify any condition at a time after the technical bids have been accepted and the decision to open the price bid has been taken by the department.

2.2.7 Financial Bids of only technically qualified bidders shall be opened electronically a later date.

2.2.8 The department reserves the right to reject any or all the price bids and call for fresh prices/ tenders as the case may be without assigning any reason.

3.0 COMPLETENESS OF THE TENDER, SUBMISSION OF PROGRAMME, APPROVAL OF DRAWINGS AND COMMENCEMENT OF WORK**i. Completeness of the tender**

All sundry equipment, fittings, assemblies, accessories, hardware items, foundation bolts, supports, termination lugs for electrical connections, cable glands, junction boxes and all other sundry items for proper assembly and installation of the various equipments and components of the work shall be deemed to have been included in the tender, irrespective of the fact that whether such items are specifically mentioned in tender documents or not.

ii. Submission of programme

Within seven days from the date of receipt of the letters of acceptance, the successful tenderer shall submit his programme for submission of drawings, supply of equipments, installation, testing, commissioning and handing over of the installation to the Engineer- in-charge. This programme shall be framed keeping in view the building progress.

iii. Submission of Drawings

The contractor shall submit the drawings to the Engineer-in-charge for approval before start of work.

iv. Commencement of Work

The contractor shall commence work as soon as the drawings submitted by him are approved.

4. TIME OF COMPLETION: (As per NIT 7 Months) from the date of handing over of site.

5. ITDC reserves the right or any part of accepting/rejecting the whole shall be bound to perform the same at their quoted rates.

6. RATES TAXES AND DUTIES:

6.1 RATE:

- i. For part "A" –Supply, Installation, Testing and commissioning charges will be inclusive of Labour Cess & exclusive of GST tax & PF-ESI will be paid extra as per ITDC norms.
- ii. WATER & ELECTRICITY – One percent (1%) of the contract amount shall be recovered from each running bill of the contractor towards consumption of water & electricity (0.5% water and 0.5% for electricity), if consumed during erection.

6.2 TERMS OF PAYMENT –

Following payment shall be applicable for indigenous supply and installation work to be carried out under this work contract.

- i. 65% of contract on installation of equipments at site on pro-rata basis.
- ii. 25% payable on testing & commissioning and handing over on pro-rata basis on submission of NOC from Lift Inspector/appropriate authority and handing over of lift for operation.
- iii. Balance 10% shall be released after satisfactory completion of defect liability period of 12 months after Completion of work.
- iv. Also Security Deposit (S.D.) @10% of Contract amount shall be deducted from the Bill and shall be released after successfully completion of defect liability period.
- v. S.D can be released against submission of Bank Guarantee of amount equal to full amount of security deposit (i.e. 10%) valid till expiry of defect liability period.

6.3 The rates shall be inclusive of Labour Cess & exclusive of GST, PF & ESI which will be paid extra as per ITDC norms.

6.4 All Statutory deductions as applicable shall be made from the Contractors bill at the time of payment.

6.5 The work shall be treated as on works contract basis and the rates tendered shall be for complete items of works inclusive of all taxes (including labour cess and except GST) duties, and levies etc, and all charges for items contingent to the work, such as packing, forwarding, insurance, freight and delivery, installation, testing, commissioning etc. at site including temporary constructional storage, risk, overhead charges, general liabilities/ obligations etc.

7.0WORKS TO BE CARRIED OUT BY DEPARTMENT

The following works shall be carried out by the department,

Provision of Power Supply -

3 phase, 415 V, 50 Hz power supply shall be provided by the department to the contractor at one point for installation of lifts at site suitable load. Termination switchgears, however, shall be provided by the contractor. Further extension, if required, shall be done by the contractor.

Major Civil woks-

All major works including architrave work and other major works will be done by hotel.

8.0 WORK TO BE DONE BY THE CONTRACTOR

In addition to supply, installation, testing and commissioning of lift, following works shall be deemed to be included within the scope of work to be executed by the tenderer as this is a turnkey job.

- i. Minor building works necessary for installation of equipment such as making of opening in walls/floors either of RCC or brick masonry etc., and restoring them to their original condition and finish. The scope of minor building work includes all grouting of foundation concrete pads to be formed or made as base for supporting R.S. Joists etc., grouting and anchoring of all boards, clamps,

- supports, foundation bolts, installation in position of R.S. Joists in the machine room, lift well or in pit. Such works shall cutting of marble work and construction of partition wall wherever involved.
- ii. All electrical works except bringing the main connection and earth connection to the machine room terminated on switch fuse unit/board. All electrical works including inter connection from the switch/board and loop earthing from the earth bar to be provided in the machine room shall be done by the successful tenderer.
 - iii. Responsibility to ensure safety of lift materials against pilferage and damage till the installation is handed over to the Department.
 - iv. All scaffolding as may be necessary in the lift well during erection work and subsequently removed.
 - v. Temporary barricades with caution boards at each landing to prevent accident during execution work.
 - vi. Supply and installation of landing facia plates made of steel, car apron plates, sill support angles with necessary clamps, foundation bolts, supports etc., as necessary in connection with
 - vii. the installation of the lift.
 - viii. Steel ladder to be provided for access to lift pit wherever required under regulations.
 - ix. Approval/clearance of lift installation shall be obtained by the contractor from Lift inspector/ other licensing authorities, wherever required. However, application shall be made by Department and the fees, as applicable, shall be paid by the contractor directly to the Govt. authorities concerned, which shall be reimbursed.
 - x. The size of lift wells is given in **Section-1**. The contractor has to arrange extra length supports/brackets etc. if any, within the quoted rate. Nothing extra will be paid.

9.0 Warranty:

All equipment shall be warranty for a period of 12 months from the date of taking over the lift by the department, against unsatisfactory performance and or break down due to defective design, workmanship or material. The equipment or components, or any part thereof, so found defective during warranty period shall be forthwith repaired or replaced free of cost, to satisfaction of the Engineer-in-Charge.

10.0 CARE OF BUILDING

Care shall be taken, while handling/installing the equipment, to avoid damage to the building. The Contractor shall arrange to repair all damages to the building caused by him so as to bring to the original condition. They shall also arrange to remove all unwanted waste materials from site, arising out of his work. The Contractor shall carry out the work in such a manner so as not to interfere or affect or disturb other works being executed by other agencies if any. No claim in the matter shall be entertained.

11.0 DRAWINGS FOR APPROVAL & COMPLETION DRAWINGS

Drawing for approval on award of the work -

The contractor shall prepare & submit three sets of following drawings and get them approved from the Engineer-in-Charge before start of the work. The approval drawings, however, does not absolve the contractor not to supply the equipments/materials as per agreement, if there is any contradiction between the approved drawings and agreement.

- a) General arrangement drawings of the Lift machinery, Controller, Guide rails, Lift car and landing doors etc. with complete dimensions.
- b) Any other drawings relevant to the work.

11.1 Drawings/Documents to be furnished on completion of installation

Three sets of the following drawings shall be submitted by the contractor while handing over the installation to the Department. Out of these three, one set shall be laminated on the hard base for display in the Lift machine room.

- i. Lift installation drawings giving complete details of all the equipment including their foundations.
- ii. Manufacturer's technical catalogues of all equipments and accessories.
- iii. Operation and maintenance manual of all major equipments, detailing all adjustments, operation and maintenance procedure.

12.0 COMPLIANCE WITH REGULATIONS AND INDIAN STANDARDS:

All works shall be carried out in accordance with relevant regulation, both statutory and those specified by the Indian Standards related to the works covered by this specification. In particular, the equipment and installation will comply with the following:

- i.** Factories Act.
- ii.** The Bombay Lift Act-1939 as Extended to NCT of Delhi Lift Rules, 1942.
- iii.** B.L.S & Other standards as applicable.
- iv.** Workmen's compensation Act.
- v.** Statutory norms prescribed by local bodies like CEA, Power Supply Co.

12.1 After completion of the installation, the same shall be offered for inspection by the representatives of the Lift Inspector. The contractor shall prepare and submit necessary drawings, test certificates; other documents etc. for submission to the Lift Inspector or any other Electrical Inspector for obtaining approval for commissioning the lift. It shall be the responsibility of the Contractor to liaison with coordinate with such inspecting authority for obtaining the approval for the installation. The contractor will extend all help including test facilities to the representatives of Lift Inspector. The observations of the Lift Inspector will be attended by the contractor. Nothing extra shall be payable to the Contractor on this, accord. However any fees paid to the Inspecting authority on this account shall be reimbursed by the Department. The lift will be commissioned only after getting clearance from Lift Inspector.

12.2 Nothing in this specification shall be construed to relieve the successful tenderer of his responsibility for the design, manufacture and installation of the equipment with all accessories in accordance with currently applicable statutory regulations and safety codes.

12.3 Successful tenderer shall arrange for compliance with statutory provisions of safety regulations and departmental requirements of safety codes in respect of labour employed on the work by the tenderer. Failure to provide such safety requirement would make the tenderer liable for penalty as per prevailing rules for each default. In addition, the department will be at liberty to make arrangement for the safety requirements at the cost of tenderer and recover the cost thereof from him.

13.0 TRAINING

The contractor shall impart training to the operator deputed by the department at site for operational and attending the minor fault

14.0 MATERIAL APPROVAL

The material brought at site shall be approved by the Engineer-in-Charge before use in the work. In case during execution any material being used in the work is found not as per agreement specifications, Engineer-in-Charge may issue instruction to the contractor to remove the materials from site and the contractor will be bound to do so.

15.0 PAINTING

This shall include cost of painting of entire exposed iron work complete in the installation. All equipment works shall be painted at the works before dispatch to the site.

16.0 MAINTENANCE

Sufficient trained and experienced staff shall be made available to meet any exigency of work during the guarantee period of one year from the handing over of the installation

The maintenance, routing as well as preventive for one year from the date of taking over the installation as per manufacturer's recommendation/ CPWD Specifications shall be carried out and the record of the same shall have to be maintained. Nothing extra shall be paid on this account.

17.0 RUNNING IN PERIOD:

After satisfactory final inspection, the contractor shall demonstrate the trouble free running of the installation for a period of not less than 10 days before the department takes over. During this period the lift shall be kept either automatic or manual mode by the department. During this 10 days period the lift shall be deemed to have run trouble-free, if the number of break downs during this period are not more than four calls excluding false calls and levelling defects. The contractor should include one year of free running maintenance after completion of 10 days of trouble free running.

18.0 PENALTY CLAUSE:-

"1% (one percent) of the Contract amount subject to a maximum of Rs. 50,000/- per week or thereof for the first four weeks of delay and subsequent delays for every week or part thereof, part amount shall be 2% of the contract amount subject to a maximum of Rs. 1 lakh per week. The total compensation for the delay shall further be subject to an overall maximum 15% of contract amount as awarded

19.0 PRICE ESCALATION:

No price escalation shall be admissible during currency of the contract. However, statutory increase in levies by government after award of contract shall be payable on actual basis on production of documentary evidence. The manufacturer should have their service centre in the State of Odisha.

20.0 Contractor has to provide all insurance policy beneficiary to ITDC equivalent to 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.

21.0 Remaining terms and conditions will be as per ITDC Standard NIT.

22.0 SITE HAZARD

The contractor shall ensure cleanliness and keep the site free from all debris, hazardous material loose wires, open fires or any other materials and avoid damage due to negligence.

23.0 ENGINEERING DATA: The contractor shall furnish engineering technical data as prescribed in the Performa for Schedule of Technical particulars and bid documents for each items and equipment.

24.0 DEFECT LIABILITY PERIOD:

Defect liability period shall be 12 (Twelve) months from the date of handing over of the lifts duly commissioned and handed over to ITDC.

25.0 TEMPORARY OFFICES, STORES ETC.:

The contractor will be allowed to put up his temporary offices, stores etc. as per designated space by the ITDC. Due to constraints of space mentioned above, space allowed for storage of materials will be limited and the contractor shall schedule the delivery of material and equipment at site keeping in mind these restraints. Depending upon the exigencies at the site temporary offices, store may have to be moved or shifted and the contractor shall do so, if so requested by the ITDC, at no extra cost to the ITDC. The contractor may be allocated space in the building for his stores, offices etc, depending upon the availability of the space. Necessary partitions blocking of opening door etc. shall be provided by the contractor at his own expenses. The area to be allocated will be decided by ITDC in consultation with the contractor but the decision of the ITDC in this regard shall be final and binding. No materials of plants are to be stored inside the building without the prior written consent of the Site Engineer.

27.0 BYE-LAWS AND REGULATIONS:

The installation shall be in conformity with the Bye-laws and Regulations of the local authority concerned in so far as these become applicable to the installation but if these specifications and drawing and call for a higher standard of materials and or workmanship than.

28.0 ELECTRICAL INSTALLATION:

The electrical work related to lifts system included in the scope of work shall be carried out by the contractor through qualified electrician under full supervision of the contractor. The Electrical installation shall be in total conformity with the control wiring drawings prepared by the contractor and approved by ITDC. All lifts shall be connected and tested in the presence of the authorized representative of the contractor and of ITDC. The lifts system has been thoroughly checked, tested and found to be totally satisfactory and full conformity with the contract drawings specifications and equipment manufacturer's instructions. It is to be clearly understood that the final responsibility for the sufficiency, adequacy and conformity to the contract requirements of the electrical installation work for lift system lies solely with the contractor.

LIFT MAINTENANCE SCHEDULE DURING DEFECT LIABILITY PERIOD

The following works are to be carried out by the contractor during the maintenance period.

I) MONTHLY

A) IN CAR.

1) Alarm, 2) Intercom, 3) Car opening panel function, 4) Door operation, 5) Safety edge operation, 6) Landing push box, 7) Landing indicator, 8) Car and land sill, 9) Car light and fan, 10) Car calls, 11) Ride comfort, 12) Car emergency light, 13) Infra red curtain, 14) Play in car, 15) Cleaning the car and landing sills, 16) Toe guard, 17) Leveling, 18) Emergency stop.

B) IN CAR TOP.

1) Door operation function, 2) Door operator belt/chain, 3) Car top cleaning, 4) Automatic rescue device, 5) Check whether all locks are functioning properly.

C) IN MACHINE ROOM.

1) Blower, 2) Brake operation, 3) Brake liner, 4) Relay connector operation, 5) Controller ventilation, 6) OSG operation, 7) Clean machine, 8) Machine room light and fan, 9) Car top safety, 10) Sheave Shaft, 11) Motor shaft, 12) Governor pulley, 13) Sleeve bearings, 14) Check on simplex and duplex operation, 15) Grease bearings, 16) Check rope and rope and rope safety switch, 17) Check on starting and running current, 18) Check on incoming voltage,

D) IN PIT

Nil

II) QUARTERLY

A) IN CAR

Nil

B) IN CAR TOP

1) Inspection box, 2) Guide rail lubrication, 3) Landing door track roller, 4) Landing door gate lock, 5) Landing door operation, 6) Guide shoes car/counter weight.

C) IN MACHINE ROOM

1) Main switch unit, 2) Gear oil clear level, 3) Tacho and tacho belt

D) IN PIT

Nil

III) HALF YEARLY

A) IN CAR

Nil

B) IN CAR TOP

Nil

C) IN MACHINE ROOM

1) Main rope/OSG rope, 2) Diverters

D) IN PIT

1) Clean pit, 2) Tension weight buffer, 3) safety gear

IV) ANNUALLY

A) IN CAR

Nil

B) IN CAR TOP

1) Car top isolation, 2) Shaft wire tightness.

C) IN MACHINE ROOM

1) Car over speed safety gear by manually moving levers and check the performance of safety locks, 2) Machine room earthing, 3) Power supply cables, 4) Insulation resistance of a) Power cable, b) Power cores in travelling cables, c) Motor switches and relays.

D) IN PIT

1) Counter weight run by, 2) Car bottom isolation.

Introduction

Replacement of 1 No. of 13 Passenger Guest lift – Hotel Kalinga Ashok (A unit of ITDC)

The Hotel Kalinga Ashok desires to replace 01 (One) No. of lift as indicated earlier with state of the art current technology lifts. The scope of work in brief is as under.

Scope of works:

The scope of work shall include the following:-

- Design, manufacture, assembling of 01 (One) No. of 13 Passenger Guest lift at Hotel Kalinga Ashok, Bhubaneswar.
- Delivery of lift equipment to Hotel Kalinga Ashok's site at Bhubaneswar including packing, handling, transporting, clearing, loading/ unloading at site in Bhubaneswar, Odisha.
- Dismantling the existing lifts along with all allied equipment and accessories as per the requirement and maintaining the remaining lifts if any in service.
- Supply, Erection, testing & commissioning of lift equipment as per technical specifications, obtaining operating approval from lift inspectorate and taking away all old equipment and scrap of existing lifts (under buyback scheme).
- Providing all inclusive service including all spares etc. during warranty period of new lift at Hotel Kalinga Ashok, Bhubaneswar.
- All engineering, equipment, labour, and permits required to satisfactorily complete lift replacement required by this specification.
- Any other work, related to but not mentioned above, required for completion of job.

Related work to be provided by contractor:

1. Lift well and pit – Clean all grease and dirt from pit and lift shaft walls. Paint pit with one coat of machinery enamel, and whitewash hoist way when work is complete.
2. Machine Room and Machinery Spaces – Paint machine room floor with one coat of epoxy paint when work is complete.
3. Scaffolding necessary for erection, and all builder's work for cutting away and making good to walls and masonry work required, including repairs to plaster, painting etc.

Works not to be provided by contractor:

A lift well with suitable pit and head room, machine room properly lighted and ventilated will be provided by the Hotel Kalinga Ashok. Also necessary electric feed wires and main switch in the machine room and door openings with architrave will be provided by the Hotel Kalinga Ashok.

Technical Specification & Schedule of work

1. General

1.1 Applicable codes

These specifications are intended to cover the complete installation of the lift with all materials in accordance with the drawings and specifications. Compliance with regulatory agencies

Comply with most stringent applicable provisions of following codes, laws, and/ or authorities including most recent amendments in effect.

Safety codes for Lifts IS-14655 Parts 1, 2, 3, 4 and 5 including all relevant parts, codes of practice and national variations as appropriate.

IS – 14671 1999 Edition

IS – 2147 1962 Edition

IS – 2332 1972 Edition

Requirements of all other Codes, Ordinances and Laws applicable within the governing jurisdiction and latest Indian Standard as applicable. The electrical wiring shall strictly comply to IS:732 and the entire installation shall be in accordance with the Indian Electricity Act 2001 and Indian Electricity Rules 1956 or latest amendments thereof. The Contractor shall arrange to obtain the sanction of the lift authorities for commissioning of the lift and hand-over for operation.

1.2 Staging area

The client will designate an equipment storage area for use by the Contractor. The contractor shall restrict usage to area designated and shall notify client prior to storing of any large equipment which will impose heavy concentrated loading on floor area. Contractor shall not store such equipment until approval is received.

1.3 Occupancy and work by others

The contractor shall expressly affirm the Client's rights to let other contracts and employ other Trades in connection with specified work. The contractor will afford other Trades reasonable opportunity for introduction and storage of materials and equipment for execution of their work. The contractor will also incorporate comparable provisions in all its subcontracts. The contractor shall declare that it will cooperate and coordinate their work with other Trades employed by the Client.

2. General Submittals

Within 15 calendar days after award of contract and before beginning equipment fabrication, the contractor shall submit shop drawings and required material samples for review. Allow 10 days for response to initial submittal.

- (a) Scaled or fully dimensional layout: Plan of pit, lift well and machine room indicating equipment arrangement and elevation section of lift well. Provide detailed drawings of all new equipment provided as part of this specification including car enclosures, landing entrances, and car/ landing signal fixtures.
- (b) Design information: Indicate equipment lists, reactions, and design information on layouts.
- (c) Power confirmation information designed for existing conditions.
- (d) Fixtures, Cuts, samples, or shop drawings.
- (e) Finish Material: Submit 75 mm X 300 mm samples of actual finished material for review of color, pattern and texture. Compliance with other requirements is the exclusive responsibility of the Contractor. Include, if requested signal fixture, lights, graphics, Braille plates and detail of mounting provisions.

3. Painting

All exposed metal work furnished in these specifications, except as otherwise specified, shall be properly spray-painted with good quality nitrocellulose paint at the Lift Contractor's works over an anti-corrosive primer coat and after installation, if defects are found in the paint.

4. Site condition inspection

Prior to beginning installation of equipment, examine lift well and machine room areas. Verify that no irregularities exist which may affect execution of the works specified. Do not proceed with the installation until work in place conforms to the project requirements.

5. Product delivery, Storage and handling

- 5.1 Deliver material in contractor's original, unopened protective packaging.
- 5.2 Store material in original protective packaging. Prevent soiling, physical damage, or moisture damage.
- 5.3 Protect equipment and exposed finishes from damage and stains during transportation, erection and construction.
- 5.4 Allocate available site storage areas and coordinate their use with Client and other Trades.
- 5.5 Provide suitable temporary weather-tight storage facilities as may be required for materials that will be stored in the open. No material shall be stored on landings.

6. Installation Requirements

- 6.1 Install all equipment in accordance with Contractor's instructions, referenced codes, specification and approved submittals.
- 6.2 Install machine room equipment with clearances in accordance with referenced codes and specifications.
- 6.3 Install all equipment so it may be easily removed for maintenance and repair.
- 6.4 Install all equipment for ease of maintenance.
- 6.5 Install all equipment to afford maximum accessibility, safety and continuity of operation.
- 6.6 Remove oil, grease, scale, and other foreign matter from the following equipment and apply one coat of field applied machinery enamel.
 - (a) All exposed equipment and metal work installed as part of this work, which does not have architectural finish.
 - (b) Machine room equipment, lift well equipment including guide rails, guide rail brackets, and pit equipment.
 - (c) Neatly touch up damaged factory-painted surfaces with original paint color. Protect machine-finish surfaces against corrosion.
 - (d) Adjacent work areas that a join with new equipment installed as part of this specification.

7. Manufacturer's Nameplates

- 7.1 Each major component of mechanical and electrical equipment shall have identification plate with the manufacturer's name, address, model number rating and any other information required by governing codes.

8. Colors of factory-finished equipment

- 8.1 All colors will be selected from the manufacturers standard range unless custom colors are specified herein.

9. Materials and finishes

9.1 Steel:

Sheet Steel (Hairline Steel for Exposed Work): Stretcher-leveled, cold-rolled, commercial quality carbon steel.

- 9.2 Stainless Steel: Type 304, with standard tempers and hardness required for fabrication, strength and durability.

- 9.3 Aluminum: Extrusions plus sheet and plate per code.

- 9.4 Paint: Clean exposed metal parts and assemblies of oil, grease, scale, and other foreign matter and factory paint one shop coat of standard rust-resistant primer. After erection, provide one finish coat of industrial enamel paint. Galvanized metal need not be painted.

10. Warranty maintenance:

- 10.1 The lift contractor shall guarantee that the materials and workmanship of the equipment installed by him under these specifications shall be first class in every respect. He will make good at his own cost any defects which may develop within one year from the date of commissioning of the installation, ordinary wear and tear and improper use excepted. This clause does not preclude any remedy the client may have for latent defects.
- 10.2 Defective is defined to include operation or control system failures, car performance below required minimum, excessive wear, unusual deterioration or aging of materials or finishes, unsafe conditions, the need for excessive maintenance, abnormal noise or vibration and similar unsatisfactory conditions.
- 10.3 Provide preventive maintenance and 24-hour emergency call-back service for one year commencing on date of final acceptance by client. Systematically examine, adjust, clean, and lubricate all equipment. Repair or replace defective parts using parts produced by the manufacturer of installed equipment. Maintain lift machine room, lift shaft, and pit in clean condition. Make modifications and adjustments to meet performance requirements specified herein.
- 10.4 Contract preventive maintenance: Quote yearly cost for annual maintenance agreement commencing upon completion of the warranty period specified in Item 10.3 above. The tenderer shall quote his rates in rupees per lift per annum for all inclusive Comprehensive Maintenance Contract inclusive of custom duty for spares imported, transport, insurance, handling, etc. applicable after expiry of 12 months free warranty period.

11. Car performance:

- Car Speed: $\pm 3\%$ of contract speed under any loading condition.
- Car Capacity: Safely lower, stop and hold 125% of rated load.
- Car Stopping Zone: $\pm 4\text{mm}$ under any loading condition.

12. Operation:

Selective Collective Microprocessor Based: Operate car without attendant from pushbuttons in car and located at each floor. When car is available, automatically start car and dispatch it to floor corresponding to registered car or hall call. Once car starts, respond to registered calls in direction of travel and in the order the floors are reached.

Do not reverse car direction until all car calls have been answered, or until all hall calls ahead of car and corresponding to the direction of car travel have been answered. Slow car and stop automatically at floors corresponding to registered calls, in the order in which they are approached in either direction of travel. As slowdown is initiated for a hall call, automatically cancel hall call. Cancel car calls in the same manner. Hold car at arrival floor for an adjustable time interval to allow passenger transfer. Answer calls corresponding to direction in which car is travelling unless call in the opposite direction is highest (or lowest) call registered.

Illuminate appropriate pushbutton to indicate call registration. Extinguish light when call is answered.

b) Simplex control: Include as a minimum, the following features:

- i) In case of overloading of the car, an audio alarm should sound and the car doors should not close and car should not take start.
- ii) Independent Service: Provide controls for operation of car from its pushbuttons only. Close doors by constant pressure on desired destination floor button or door close button and open doors automatically upon arrival at selected floor.
- iii) Car-to-Lobby Feature: Provide the means for automatic return to the Ground floor. Return car non-stop after answering pre-registered car calls, and park with doors open for an adjustable time period of 60 - 90 seconds. Upon expiration of time period, car shall automatically revert to normal operation and close its doors until assigned as next car or until the car is placed on manual control via in-car attendant or out-of-service switch.
- iv) Fire fighters Service: Provide equipment and operation in accordance with Code requirements.
 - i) Door Operation: Automatically open doors when car arrives at selected floor. At expiration of normal dwell time, close doors.
 - ii) Standby Lighting and Alarm: Car mounted battery unit with solid-state charger to operate alarm bell and car emergency lighting. Battery shall be rechargeable with minimum 4-year life expectancy. Include required transformer, etc.

13. MACHINE ROOM EQUIPMENT

Arrange equipment in existing machine room spaces and/or as shown on drawings.

Traction Hoist Machine:

Provide P.M.S.M. (Permanent Magnet Synchronous Motor) ACVVVF gearless traction type motor with brake, drive sheave, and deflector sheave mounted in proper alignment on a common, isolated bedplate. Provide bedplate blocking to elevate secondary or deflector sheave above machine room floor.

Provide hoist machine mounted direct drive, digital, closed-loop velocity encoder.

Hoist machine installations, which require block outs through machine room floor for other than hoist ropes shall be provided with a 14 gauge galvanized sheet metal enclosure over entire block out on underside of floor slab.

Solid State Power Conversion and Regulation Unit:

Provide alternating current, variable voltage, variable frequency (ACVVVF), I.G.B.T. converter/inverter drives for ACVVVF Gearless machines.

Sleeves and Guards: Provide 40mm steel angle guards around cable or duct slots through floor slabs or grating

Machine and Equipment Support Beams:

Provide new structural steel beams required for direct support of an attachment to building structure of hoist machine, deflector sheaves, overhead sheaves, governor, and hoist rope dead-end hitch assemblies.

Provide bearing plates, anchors, shelf angles, blocking, embedment, etc., for support and fastening of machine beams or equipment to the building structure.

Isolate machine and overhead sheave beams to prevent noise and vibration transmission to building structure.

Governor: Provide new, centrifugal-type, car driven with pull-through jaws and bi-directional shutdown switches. Provide required bracketing and supports for attachment to building structure.

Emergency Brake:

Provide means to prevent ascending car over-speed and unintended car movement as per Code.

Mount the auxiliary brake on suitable structural steel supports.

Provide control circuits to enable the device to function as required by Code.

Noise/Vibration Isolation: All lift equipment including their supports and fastenings to building, shall be mechanically and electrically isolated from the building structure and main line power feeders to minimize objectionable noise and vibration transmission to car, building structure, or adjacent occupied areas of building.

8. LIFT WELL EQUIPMENT

Guide Rails: Provide new, Planed steel T-sections for car and counterweight of suitable size and weight for the application, including brackets for attachment to building structure.

Buffers, Car and Counterweight: Provide new Oil type with blocking and support channels. Diverter or Secondary Sheaves: Provide new sheaves with machined grooves and sealed bearings. Provide mounting means to machine beams, machine bedplate, car and counterweight structural members, or building structure.

Counterweight: Provide new counterweight with steel frame with metal filler weights and roller or swivel guide shoes.

Governor pit tensioning sheaves: Provide new and mount sheaves and support frame on pit floor or guide rail. Provide frame with guides or pivot point to enable free vertical movement and proper tension of rope and tape. Provide sheave guard and electrical safety switch.

Hoist and Governor Ropes:

Provide New Traction steel type to suit machine manufacturers requirements. Fasten with staggered length, adjustable, spring isolated wedge type shackles.

Terminal Stopping: Provide normal and final devices.

Electrical Wiring and Wiring Connections:

Conductors and Connections: Copper (FRLS) throughout with individual wires coded and connections on identified studs or terminal blocks. All wiring shall be run in containment. Use no splices or similar connections in wiring except at terminal blocks, control compartments, or junction boxes. Provide 10% spare conductors throughout. Run spare wires from car connection points to individual lift controllers in the machine room. Provide four pairs of spare shielded communication wires in addition to those required to connect specified items. Tag spares in machine room.

Travelling Cables: Flame and moisture-resistant outer cover. Prevent travelling cable from rubbing or chafing against lift well or equipment within lift well.

All insulated conductors & conduit or tubing as well as fittings including metal boxes trough and ducts shall comply with the requirements of relevant IS specification or BS specifications.

Entrance Equipment: Provide the following new equipment:

Door Hangers.
Door Tracks
Door Interlocks.
Door Closers

9. LIFT WELL ENTRANCES

Architraves: Retain existing.

Door Panels: Provide new 16-gauge steel, sandwich construction without binder angles. Provide new entrances finished in hairline stainless steel

Sills: Provide new manufactured of extruded aluminum.

Fascia, Toe Guards and Hanger Covers: Provide new of 14-gauge furniture steel with Contractors standard finish.

Finish of Doors: SS hairline

10. CAR EQUIPMENT

Car Sling: Provide new with welded or bolted, rolled or formed steel channel construction.

Safety Gear: Provide new governor actuated safety properly affixed to underside of car platform.

Platform: Provide new, isolated type, constructed of steel, or steel and wood, which are fireproofed on underside.

Guide Shoes: Provide new roller type with three or more spring dampened, sound-deadening rollers per shoe.

Car Sills: Provide new car sill manufactured with one piece extrusion.

Car Doors: Provide as specified for lift well entrance doors.

Door Operator: it shall be ACVF drive with adjustable timing for door operating/closing at site.

Door Control Device: Provide New Infrared Reopening Device: will full screen infrared beams/sensors.

Car Operating Panel:

It shall have all controls as indicated in the Data sheet/technical specifications.

Car Top Control Station: Mount in location to provide safe access and utilization while standing in an upright position on car top.

Communication System:

Provide an EPABX Telephone instrument in car with dialing facility. Provide three-way communication between machine room, car top and pit.

11. CAR ENCLOSURE

Passenger Lift Car Enclosure: Provide new and complete as specified herein providing the following features.

Shell: Reinforced 14-gauge hairline finish steel formed panels with baked enamel interior finish as selected. Apply sound-deadening mastic to exterior.

Car Door Panels: Reinforced minimum 1.5 mm stainless steel (hairline finish). Provide same construction as lift well door panels.

Base Flooring: To be decided by employer as per interiors necessary. (Actual combination will be decided during finalization of drawings).

Interior Wall Finish: A combination of stainless steel panels in mirror/hairline/etched finish (Actual combination will be decided during finalization of drawings).

Ventilation: Two-speed exhaust blower mounted to car canopy on isolated rubber grommets.

Lighting: Recessed type CFL fixtures of reputed make

Suspended Ceiling: As per approval

Handrails: Stainless steel mirror finish suitable for physically disabled persons

18. LANDING CONTROL STATIONS

Pushbuttons: Provide new, dual risers at each floor with flush mounted faceplates. Include pushbuttons for each direction of travel, which illuminate to indicate call registration. Provide any cutting and patching required.

19. SIGNALS

Hall Lantern: Provide at each entrance to indicate travel direction of arriving car. Illuminate up or down lights and sound tone once for up and twice for down direction prior to car arrival at floor. Illuminate light until the car doors start to close. Provide any cutting and patching of wall necessary to accommodate new lantern and leave adjacent wall surfaces in good condition.

Car Position Indicator: Digital indicator containing floor designations and direction arrows a minimum of 20mm high to indicate floor served and direction of car travel. When a car leaves or passes a floor, illuminate indication-representing position of car in lift well. Illuminate proper direction arrow to indicate direction of travel.

Hall Position Indicator: Alpha-numeric digital indicator containing floor designations and direction arrows a minimum of 60mm high to indicate floor served and direction of car travel. Mount integral with hall lanterns at Lobby floor.

Faceplate Material and Finish: stainless steel all fixtures

20. FIELD QUALITY CONTROL

Work at jobsite will be checked during course of installation. Full cooperation with reviewing personnel is mandatory. Accomplish corrective work required prior to performing further installation.

21. ADJUSTMENTS

Install rails plumb and align vertically with tolerance of 3mm in 30.0 meters. Secure joints without gaps and file any irregularities to a smooth surface. Static balance car to equalize pressure of guide shoes on

guide rails. Lubricate all equipment in accordance with manufacturer's instructions. Adjust motors, power conversion units, brakes, controllers, levelling switches, limit switches, stopping switches, door operators, interlocks, and safety devices to achieve required performance levels.

22. PROTECTION OF LIFT

1. The lift shall be protected as follows.

- (a) Electrically against overload
- (b) By safety gear on car so that in the event of rope breaking or loosening, the car will be brought to rest immediately by means of grips on the glides.
- (c) By car and landing door locks so that in the event of any door kept opened, the lift will not start.
- (d) By speed governor operating on the control circuit and applying the brakes in case of over-speeding of car in any direction.
- (e) By means of over travel limit switches in both downward and upward direction.
- (f) By means of a single phasing relay.
- (g) By a device that ensures that the brakes apply as soon as a single phasing occurs or when the drive fails to start for whatever reason.
- (h) By means of suitable type and capacity buffers in the lift pit.
- (i) The car and landing door shall not open either automatically or by pressing door open push button when the lift car is not within the levelling limits.
- (j) Any other safety device as per the statutory requirements.

2. Before handing over the lift the following tests shall be conducted on the lift installation. The lift will not be taken over unless all the test results conform to the specifications.

- (a) All protection and safety devices shall be tested for its proper functioning.
- (b) The lift will be loaded for its full capacity and the following will be tested.
 - (i) Speed
 - (ii) Levelling at all landings
- (c) The lift will be kept empty and the following will be tested
 - (i) Speed
 - (ii) Levelling
- (d) Overload – No start and overload annunciation.
- (e) Test for rope slip under 120% load plus 20% in standstill condition.
- (f) Reduced voltage and both direction rotation
- (g) Controller function test

3. Test certificates for guide rails, ropes, buffers, trailing cable and motor routine test to be submitted.

Safety Code

1. First-aid appliances, including adequate supply of sterilized dressings and cotton wool, shall be maintained in a readily accessible place.
2. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
3. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of the trench, whichever is more. All trenches and excavations shall be provided with necessary protection of minimum height of one meter.
4. Every opening in the floor of a building or a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
5. No floor, roof or other part of the structure shall be so over-loaded with debris or materials as to render it unsafe.
6. Workers employed on mixing and handling material such as asphalt, cement, mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
7. No paint containing lead or lead products shall be used except in the form of paste or readymade paint. Suitable face masks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
8. Hoisting machines and tackles used in the work, including their attachments, anchorage and supports shall be in perfect condition.
9. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

FIRE SAFETY

- i. Cutting / drilling machine and other electrically operated equipment used at site shall be plugged into correctly rated electrical outlets.
- ii. Electrical power cables/wires used shall not have any joints and shall be properly rated.
- iii. All electrical appliances i.e. welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.
- iv. Fire extinguishers recommended and issued by fire officers shall be kept on the site.
- v. Used paint drums shall be stored in specified store only after closing them properly.
- vi. Personal protective equipment such as safety shoes, hand gloves, welder's mask, ear plug etc. depending upon the requirement of the work shall be provided by the contractor to the workmen to prevent occupational health hazards.
- vii. The safety belt shall be provided by the contractor and used by the workmen while working from height for more than 10" from Ground level.
- viii. None of the passages near lift lobby and staircases shall be used for stacking / dumping any kind of materials/waste.

ix. Power supply shall be switched off from the mains when equipment is not in use.

x. Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner

xi. Battery operated emergency light/torches shall be provided by the contractor to the workmen while working beyond office hours.

Technical Data to be filled out by Firm
Guest Lift (Hotel Kalinga Ashok)

| S. No. | Specifications | As per requirements at Hotel Kalinga Ashok | To be filled by the firm |
|--------|--|--|--------------------------|
| 1. | Drive | Alternating Current Variable voltage Variable frequency (ACVVVF) | |
| 2. | Drive Motor | Permanent Magnet Gearless Machine | |
| 3. | Control | Simplex, Full Collective/Single Car Control | |
| 4. | Operation | Microprocessor based single automatic push button, with/ without attendant | |
| 5. | Speed of Travel | >=1.0 Meter/Sec | |
| 6. | Power Supply | AC 415V, 3 Phase 4 Wire System, 50 Cycles/ Sec | |
| 7. | Capacity of load & No. of Stops | 13 Passengers, >=884 Kg 03 Stops/ 03 Openings all on same side (Ground Floor + 02 Floors) | |
| 8. | Car Design | Car Walls : Stainless Steel hair line finish Landing Doors: Stainless Steel hair line finish Flooring: to be decided by Deptt. as per interior necessary Ceiling: Hair line Finish Stainless Steel Centre opening sliding door | |
| 9. | Shaft Size (Hoist way) | As per site (2500 mm D x 2000 mm W) | |
| 10. | Car Entrance / Door size | Two Panel, Centre opening, Stainless Steel Doors with full screen infra ray detectors / 900mm width X 2000 mm height | |
| 11. | Automatic Rescue Device | Capable of moving the lift to the nearest landing on main power failure with audio announcer | |
| 12. | Lift Machine Room | Directly above the shaft | |
| 13. | Controls/ Indication | | |
| | (a) On all landings & ground floor lobby | - Digital car position indicator for lift. - Audio alarm & direction indicator for each floor. - Common up/down luminous call buttons. - Fireman switch | |
| | (b) In car | -Braille marking on all buttons inside car -LCD display -Voice announcement system with all necessary equipment (In English). -Appropriate positioning of car operating panel -Luminous floor selector button -Emergency stop and alarm button -Combined luminous digital position & direction indicator - Wiring for telephone and telephone instrument. -Lighting, emergency alarm & fan to be provided with emergency supply through inverter having at least half an hour battery backup. - Wiring Provision for CCTV | |

List of Approved Makes

1. Lift - OTIS/Kone/Johnson/Mitsubishi Electric/Schindler/TKE

Technical Bid
INDIA TOURISM DEVELOPMENT CORPORATION
UNIT: HOTEL KALINGA ASHOK, BHUBANESWAR

Sub:-Supply, Installation, Testing & Commissioning of One Number 13- Passenger of Lift at Hotel Kalinga Ashok, Bhubaneswar.

Schedule of Quantity

| S. No | Description of Work | Qty. | Rate | Amount |
|-----------|--|-------------|------------------------------------|-----------------|
| 1. | PART – A | | (in Rs.) | (in Rs.) |
| | Supply, Erection, Testing and Commissioning of Guest Lift with all parts, equipment, devices, control systems or otherwise, spares, tools, (electrical and mechanical) complete with rated speed micro processor based variable voltage & variable frequency drive (VVVF), automatic door type having central opening, Simplex full collective operation with/ without attendant, electric traction Guest passenger lift with Automatic Rescue Device (ARD), lift car having LCD display type (Monochrome/dot matrix) position indicator, complete in accordance with prescribed specifications, relevant IS/BS standards all to suit the building plans in already constructed hoistways and machine room, obtaining approval of electrical inspector /lift inspector/ other statutory authorities as may be required, providing electrical connections, safety devices including all labour, supervision, all necessary services including all necessary minor civil works (including the changes that may be necessary at the door openings in each floor), lighting of the shaft with new wires/switches, fixing of on/off isolator as per requirement (3 phase power shall be available at the machine room at one point), etc, as required to complete the work in all respects complete as directed by the Engineer-In-Charge and as per the tender specification attached. | | Rates Not To Be Quoted Here | |
| | 13- Passenger Guest Lift | 01 No. | | |
| | Total Part A (INR) | | | |
| | Description of Work | Qty. | Rate | Amount |
| 2. | PART - B | | (in Rs.) | (in Rs.) |
| | Less credit for dismantling, buying back and taking away all old equipment and scrap materials of existing lift at Hotel Kalinga Ashok, Bhubaneswar | 01 Job | Rates Not To Be Quoted Here | |
| | Total Part B (INR) | | | |
| | Total (Part A – Part B) INR | | | |

Total (in words):