



INDIA TOURISM DEVELOPMENT CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING)

PREQUALIFICATION CUM TENDER NOTICE FOR

**Demolishing & Dismantling of Bagala Dharamshala
at Puri, Odisha under Mega Circuit (for Nabakalebar-2015)**

ESTIMATED COST: Rs.28,65,691.65

E.M.D AMOUNT : Rs. 57,350.00

e-TENDER DOCUMENT

CLIENT :

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

e-TENDERING SERVICE PROVIDE (ASP)

**C1 – INDIA PVT. LTD.
PLOT No. 301, 1st FLOOR
UDYOG VIHAR PHASE-2
GURGAON-122015
HARYANA, INDIA**



e-TENDER

INDIA TOURISM DEVELOPMENT CORPORATION LIMITED

(A Govt. of India Undertaking)

**Demolishing & Dismantling of Bagla Dharamshala at Puri,
Odisha, under Mega Circuit (for Nabakalebar -2015)**

e-TENDER DOCUMENT

Name of Work :	Demolishing & Dismantling of Bagla Dharamshala at Puri, Odisha, under Mega Circuit (for Nabakalebar -2015)
Estimated Cost :	Rs. 28,65,691.65
EMD :	Rs. 57,350.00
Mode of Submission of :	e - tendering
Last Date & Time of submission of e-tender:	At 23:59 HRS on 11.09.2017

**Sr. Manager (Civil)
ITDC
Room No.613, Core -8,
Scope Complex
Lodi Road
New Delhi**



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**Name of Work: Demolishing & Dismantling of Bagla
Dharamshala at Puri, Odisha, under Mega Circuit
(for Nabakalebar -2015)**

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PART - 1

TECHNICAL BID

**Demolishing & Dismantling of Bagala Dharamshala at Puri,
Odisha, under Mega Circuit (for Nabakalebar-2015)**



India Tourism Development Corporation Ltd.

(Engineering Division)

PRE-QUALIFICATION CUM TENDER NOTICE

(Engineering Division)

**Subject : Demolishing & Dismantling of Bagla
Dharamshala at Puri, Odisha under Mega Circuit
(for Nabakalebar-2015)**

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

Demolishing & Dismantling of Bagla Dharamshala at Puri, under Mega circuit (for Nabakalebar-2015) for an estimated cost of **Rs 28,65,691.65** as per terms and conditions indicated in the tender documents . The estimated amount however, is given merely as a rough guide.

2. The works are to be completed within **Three Months** from the 7th day after the day on which the Project Engineer issues the written order (Letter of Intent) to commence the work or from the date of handing over the site, whichever is later in accordance with the phases if any indicated by the corporation in the tender document.
3. Tenders shall be uploaded as per the guidelines indicated in e-procurement website- <https://itdc.eproc.in>, www.tenders.gov.in, www.eprocure.gov.in and www.theashokgroup.com. The bidder is expected to examine all instructions , forms, terms and conditions in the bidding documents. Bidders to ensure to furnish all information / documents as asked for in the NIT in every respect .
4. Tenders to be downloaded from e-tender portal <https://itdc.eproc.in> , www.tenders.gov.in, www.eprocure.gov.in and www.theashokgroup.com. The online bids will be received **up to 23:59 Hrs till 11.09.2017**. The technical bids will be opened on **12.09.2017 at 1600 HRS**, electronically.
5. The bidders who are desirous of participating in e-tender shall upload their bids in the format prescribed in the tender document. The bidder shall upload the relevant **digitally signed certificated, documents etc. after page numbering, signining and stamping all the documents**. The bidder shall sign on all the documents, certificates uploaded by them owing the responsibility for their correctness/ authenticity.
6. The bids are required to be uploaded as per the guidelines indicated for e-procurement as given as website- <https://itdc.eproc.in>
7. In order to participate in the tender , the bidder has to register with e-tendering Service providers M/s C-1 India Pvt. Ltd., Plot No. 301, 1st Floor, Udyog Vihar Phase – 2, Gurgaon-122015, Haryana, India on payment of prescribed annual registration fee. The details of which is given in the web site <https://itdc.eproc.in> The prospective bidder is required to contact Authorized Service provider M/s C-1 India Pvt. Ltd., Plot No. 301, 1st Floor, Udyog Vihar Phase – 2, Gurgaon-122015, Haryana, India for any query/ process regarding e-tendering well in advance to have sufficient time for all processes of registration.
8. For any clarification with regard to tender enquiry, you may contact e-tendering helpdesk nos. 091-124-4302030/31/32 Intending bidders in their own interest may approach the e-tendering helpdesk well in advance to ascertain the requirements to participate in the e-tender.

9. Minimum requirement for e- tendering

Computer System Requirements:

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

Operating System

- Windows XP SP 3
- Windows 7

Browser Version

- Internet Explorer Versions 8.0 or above/ Chrome/ Mozilla Firefox

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

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

12(a) The required **Earnest Money Deposit of Rs 57,350.00.(Rupees Fifty-seven thousand three hundred and fifty only.)** needs to be deposited online as per instructions given in the website-<https://itdc.eproc.in>. The cost of money transfer (including payment gateway commission and taxes etc.) has to be borne by the bidder. It is therefore , advised that the bidder should consider the time to process the payment electronically (i.e NEFT/RTGS, Net Banking, Credit/Debit cards) to ITDC , into consideration before submitting the bid. The ITDC will not be liable (in any case) for delay/non-payment in this regards.

12(b) Exemption from submission of EMD to MSE:

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

Firms in the process of obtaining the MSE registration will not be considered for the tender fee and EMD exemption.

13. The price are to be quoted/ documents to be uploaded as per Part-2 (Financial Bid)

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

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

Similar work means Civil works.

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

15. Copy of valid PAN.
16. Copy of Registration **under GST Law.**
17. Copy of Registration with **PF, ESI Authority.**
18. Latest Bank Solvency certificate from a schedule bank of value not less than 40% of the estimated cost. In any case it should not be older than 12 months from the last day of uploading of NIT.
19. Audited Balance Sheet for the last three Financial Years and i.e.
 - (a) For the F.Y 2015-2016
 - (b) For the F.Y 2014-2015
 - (c) For the F.Y 2013-2014
20. Proof of average annual financial turn over during last three years ending 31st March of previous financial year should be at least 30% the estimated cost as per format.
(As per Annexure – IV, to be submitted duly filled up, signed and stamped)
21. History and Structure of firm, Name of Director(s)/ Partner(s)/ Proprietor with technical staff.
22. List of Machinery, Tools, Plants & Equipment.
23. The complete set of tender document are to be digitally & Physically signed and stamped and all the enclosed documents should be attested by Gazetted Officer or officer of PSU or CA of the firm mentioned at S.No. 14 to 23. All the documents are to be uploaded by scanning original attested copies and in readable font.
24. An Affidavit on stamp paper of Rs.100.00 (Non-judicial) be submitted along the technical bid stating that **“In case any ambiguity is noticed in the documents submitted at any stage, we shall be entirely responsible and liable for any action as deemed fit under the law.”** This should be notarized along with the list of documents.
25. Original documents if required may be asked from the tenderers after opening of Technical bid for cross verification.
26. Tenderers are advised to inspect and examine the sites and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub soil , the form and nature of the site , surroundings, location and the means of access to the site, the accommodation they may require and in general shall themselves obtain all information as to the risk, contingencies and other circumstances which may influence or effect their tender. A tenderer shall be deemed to have full knowledge of the site, whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
27. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself of the scope and specifications of the work to him by this Corporation and local conditions and other factors bearing on the execution of the work.
- 28.(a) All rates shall be quoted in tender form and shall include all material, labour, transportation , all taxes, duties, testing, commissioning , supervision, tools and

plants, wastage , sundries, scaffoldings as required mobilization, demobilization transportation etc., and nothing shall be payable on any account. **However shall not include the GST & GST cess (if applicable) herein after termed as GST and also shall not include ESI/EPF which is reimbursed separately.**

- (b) **GST or any other tax paid/payable by the vendor on materials, if any, procured by the vendor in respect of this contract shall be payable** by the contractor and corporation will not entertain any claim whatsoever in the said regard.
 - (c) **As per law of land, statutory deduction like income tax/TDS under GST(as & when applicable) etc shall be made from the contractor's bill as applicable.**
- 29 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.
 30. On acceptance of tender, the Earnest Money will be treated as part of the Security Deposit.
 31. The India Tourism Development Corporation Ltd. will return the Earnest Money, where applicable to every unsuccessful tenderer.
 32. **The General Terms & Conditions of the Contract or any special condition of the contracts attached with tender will form integral part of the contract. The Tenderers are required to sign each and every document with digital signature as token of acceptance.**
 33. 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.
 - 34 The tenderer whose tender is accepted, shall permit the corporation at time of making any payment to him for work done under the contract to deduct towards security deposit such sum as will along with the amount of earnest money already deposit to 10 % of the gross amount of the bill till the sum so deducted amount to Rs 5.00 Lac.
 35. The India Tourism Development Corporation do not bind themselves accept the lowest or any tender or to give any reasons for their decisions.
 36. 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.
 37. The validity of the tender(s) shall be up to 90 (Ninety) days from the date of opening of tender.
 38. "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 with the LOI / LOA or has entered into the contract, as the case may be, same shall not withstanding anything to the contrary contained therein liable to be terminated along with forfeiture of Earnest Money Deposit (EMD)/ Performance Security by a Communication in writing by the Corporation to the Applicant, without the Corporation being liable In any manner whatsoever to the applicant and

Without prejudice to any other right or remedy which the Corporation may have with initiation of any appropriate panel action as per the applicable law.”

39. The rates of the contractor shall be inclusive of labour cess @ 1% or as applicable and necessary recovery of labour cess shall be made from each RA bill by the ITDC to be deposited with labour board of concerned state. In case the labour board is not established in the state, recovery made by ITDC on account of labour cess shall be retained under suspense and will be deposited with the labour board at the later date as and when the labour board is established in the state.
40. For abnormally high rated items, the running account payments in respect of such items would be restricted to estimated rates/ justified rates plus / minus the percentage quoted above or below the overall estimate/ justified cost. The rates so restricted would only be released after 90 % work in respect of abnormally low rate items are executed by the vendor.
41. The contractor shall solely responsible for complying with all the provision of EPF and Misc. Provisions Act 1952 and ESI Act relating to manpower engaged for this contract and in the event of any liability on ITDC by virtue of its being the Principal Employer. Due to failure of the contractor to comply the said Acts, the contractor shall indemnify and reimburse the amount payable by ITDC on this Account.
42. **The rates quoted by the Tenderer shall be exclusive of GST and employer's ESI/EPF Contribution. Bidder shall submit to ITDC the GST compliant tax invoice/debit note/ revised tax invoice. GST charged in the Tax invoice/debit note/revised tax invoice by the bidder shall be released separately to the bidder only after bidder files the outward supply details GST -1 on GSTN portal and Reconciliation of inward supply is done by ITDC with corresponding details of outward supply of supplier and supplier accept the changes made by ITDC and has paid the GST at the time of filling the monthly return. ESI/EPF shall be reimbursed separately (wherever applicable) after receiving claim of the contractor duly supported with ESI/EPF deposit challans in respect of associated manpower.**
43. **The tenderer has to submit the Integrity Pact duly filled up, signed and stamped by them on the non judicial stamp paper of Rs100.00 (As per Annexure - II**
44. This Notice of Tender shall form part of the Contract Document.
45. **Check list of Tender Submission to be submitted with tender duly filled up, signed and stamped by the tenderer. (Annexure – I)**
46. **Any amendment in tender conditions, corrigendum or information to be Re-call tender this tender would be notified on website only. Prospective bidders are advised to visit website regularly.**
47. **The vendor shall to pass the benefits accrued due to the GST to the ITDC. In contingency of any legal proceedings/actions taken by the Tax Authorities for non-compliance of anti profiteering clause by the vendor, the vendor shall indemnifies on stamp paper or letter head the ITDC from any losses monetary or otherwise suffered on account of non compliance of anti profiteering clause by the vendor.**
48. **The vendor shall indemnify the ITDC from any direct or indirect losses suffered by the ITDC due to non compliance on part of vendor under GST Act, which may effects the GSTN rating of ITDC.**
49. **In case of any non compliance by the vendor which result into loss of input tax credit under GST Law to ITDC, the vendor shall pay ITDC an amount equal to lost input tax credit along with interest/ penalties or any**

other monetary loss suffered because of such non compliance under GST Act.

50. Vendor shall indemnifies the ITDC against any loss monetary or otherwise arising due to legal proceedings initiated by the tax authorities as a result of non “Compliance Rating Score” mechanism due to non compliance/default by vendor.

51. 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 respectively 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.

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ANNEXURE – I



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

NAME OF THE AGENCY :

Sr. No	Pre Qualification Documents	Attached	Not Attached	Page Nos.
1	Tender Documents Physically Signed & Stamped by the agency			
2	Required EMD (as applicable) Rs..... Transaction No.. Date: Issued from Bank:.....			
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. (Annexure –IV)			
4	Proof of having successfully completes similar works during last 7 years ending last days of the month previous to one in which tenders are invited as per following.			
(A)	Three Similar completed works costing to not less than the amount equal to 40% of the estimated cost. OR			
(B)	Two Similar completed works costing to not less than the amount equal to 50% of the estimated cost. OR			
(C)	One Similar completed works costing to not less than the amount equal to 80% of the estimated cost.			
5	Copy of PAN			
6	Proof of Registration under GST Law			
7	Proof of Registration with PF, ESI Authority.			
8	History & Structure of Firm, Name of Directors/Proprietary/Partners with technical staff			
9	Whether Proprietorship / Partnership/Public Limited company or MSME			
10	Valid Registration Certificate issued in name of bidder from competent authority.			
11	List of Machineries, Tools Plant & Equipments			
12	Bank Solvency issued from Bank of value not less			

	than 40% of estimate value & not older than 12 months from the date of issue of NIT			
13	Audited Balance Sheets of Last 3 Years For the year 2015-16 For the year 2014-15 For the year 2013-14			
14	An Affidavit duly notarized on stamp paper of Rs. 100/- (non judicial) stated that:- In case any ambiguity notice in the documents submitted at any stage, we shall be entirely responsible and liable for any action as deemed fit under the law.			
15	Duly filled up , signed with stamp Integrity Pact on non-judicial stamp paper of Rs100.00 (Annexure –II)			
16	All the above certificates/documents shall be submitted by the firms duly signed with seal and attested by Gazzetted Officer or the Officer of PSE or their CA and original shall be produced for verification as required.			
17	GST registration certificate/acknowledgement			
18	HSN code wise list of products to be sold by you/SAC of services provided by you.			

Date :

Place :

Contractor’s signature with seal :

Annexure 2

Particulars		Details	
Name (As per Legal document)			
Business Constitution (i) Proprietorship / (ii) Partnership / (iii) Hindu Undivided Family / (iv) Private Limited Company / (v) Public Limited Company (vi) Society/Club/Trust/Association of Persons / (vii) Government Department / (viii) Public Sector Undertaking /(ix) Unlimited Company / (x) Limited Liability Partnership /(xi) Local Authority / (xii) Statutory Body /(xiii) Foreign Limited Liability Partnership / (xiv) Foreign Company Registered (in India)			
“Bill to” Address (Correctness of this address will help you in availing tax credit)			
City			
State			
Postal Code			
Country			
Sr no	State	Address	GSTIN
1	Haryana	Gurgaon Branch	Abcdxxxxxxxxxxx123
2		Delhi Branch	Abcdxxxxxxxxxxx321
City			
State			
Postal Code			
Country			
Contact person for communicating any kind of mismatch in inputs-outputs. Please provide the name, designation, email id and contact no. of the relevant person.			
Tax Details			
Permanent Account Number (PAN)			

Documents to be attached:

- 1. GST registration certificate/acknowledgement
- 2. Copy of PAN

Annexure-2(a)

Supplier Name (As per Legal document)	
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 Department / (viii) Public Sector Undertaking /(ix) Unlimited Company / (x) Limited Liability Partnership /(xi) Local Authority / (xii) Statutory Body /(xiii) Foreign Limited Liability Partnership / (xiv) Foreign Company Registered (in India)	
Whether Availing the benefit of Composite Scheme Y or N	
"Bill from" address of the vendor and State Code	
State wise GSTIN of Vendor (of 'Bill from' location)	
"Ship from" address of the vendor and State Code	
Name of authorised signatory	
Designation of authorised signatory	
Contact person for communicating any kind of mismatch in inputs-outputs. Please provide the name, designation, email id and contact no. of the relevant person.	
Provisional GSTIN No. in each supplying state (from where material/Service is supplied to the Company) along with one of the following documents: (a) Registration Certificate provided by the Government (indicating GSTIN) (b) Screen shot of the GST website displaying your GSTIN Number (c) PDF of the email received from the Government providing provisional GSTIN No.	
Details of items Supplied to the Company	
Details of Goods supplied by the Vendor & HSN Code/ Excise classification of all goods supplied to the Company	
Details of Services supplied by the Vendor and Service Accounting Code of each such service	

Seal/Signature of vendor

NON JUDICIAL PAPER OF Rs. 100.00

INTEGRITY PACT

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

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

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

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

Enabling the BUYER to obtain/execute the desired said work at a competitive price of conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.
Commitments of BIDDERS
3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1 The BIDDER will not offer, directly or through Intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration reward, favour, any material or immaterial benefit or other advantage commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
 - 3.3* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 3.4* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 3.5* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / integrator / authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian and foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
 - 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
 - 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
 - 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

- 3.9 The BIDDER shall not use improperly, for proposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.
4. Previous Transgression
- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprises in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reasons.
5. Earnest Money (Security Deposit)
- While submitting commercial bid, the BIDDER shall deposit an amount (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
- (i) Bank Draft or a Pay Order in favour of India Tourism Development Corporation.
 - (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to
 - (iii) The BUYER on demand within three working days without any demur whatsoever and without seeking any reason whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - (iv) Any other mode or through any other instrument (to be specified in the RFP).
- 5.2 The Earnest Money Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

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

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with the any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (v) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vi) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrecoverable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this PACT.

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

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

7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/ is not supplying similar product / systems or subsystems at a price lower than that offered in the present bid in respect of any

other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product / systems or sub systems was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

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

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

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

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

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

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.

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

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

9. Facilitation for Investigation

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

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

11. Other Legal Actions

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

12. Validity

12.1 The validity of this integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the

BIDDER/Seller, including warranty period, whichever is later. In case Bidder is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.

- 12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
13. The parties hereby sign this integrity Pact at New Delhi on _____.

BUYER (ITDC)	BIDDER (Tenderer)
Name:	CHIEF EXECUTIVE OFFICER
Designation	
Witness	Witness
1 _____	1 _____
2 _____	2 _____

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

**** This Integrity Pact shall be signed by the Rep .of ITDC Ltd. On ar after opening of the technical bids. But the agency has to submit the same duly signed, stamped .***

(Annexure – IV)

FORMAT OF ANNUAL TURNOVER AS PER THE AUDITED ACCOUNTS

S.No.	Financial Year	Turnover(INR)
1	2015-16	
2	2014-15	
3	2013-14	
4	Average Turnover of above three year	

(Sgnature of Authorized Signatory)

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

(Sgnature of Authorized Signatory)

Seal of Agency



India Tourism Development Corporation Ltd.

(A Government of India Undertaking)

**GENERAL CONDITIONS OF CONTRACT
AND STANDARD CONTRACT FORMS FOR
ENGINEERING WORKS**



India Tourism Development Corporation Ltd.
(A Govt. of India Undertaking)

Unit: Engineering Division

**General Conditions of Contract and Standard Contract
Forms for Engineering Works**

Interpretation and Definitions

Singular and Plural

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

Heading and Marginal Notes to Conditions

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

Definitions

- 3 (a) "Corporation" shall mean the India Tourism Development corporation having its registered office at Scope Complex, Core 8, 6th Floor, 7 Lodi Road, New Delhi –110003, in the State of New Delhi and includes a duly authorised representative of the Corporation or any other person empowered in this behalf by the Corporation to discharge all or any of its functions.
- (b) The "Accepting Authority" shall mean the Chief Engineer or his nominee on behalf of the India Tourism Development Corporation.
- (c) The "Contract" shall mean the notice inviting tender, the tender and acceptance thereof and the formal agreement, if any, executed between the India Tourism Development Corporation/ Unit Engineering Division and the Contractor together with the documents referred therein including these conditions with appendices and any special conditions, the specifications, design, drawing, schedule of quantities with rates and amounts and schedule of rates. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.
- (d) The "Contractor" shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal representatives of such individuals or persons composing such firm or unincorporated company, or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company.
- (e) The "Contract Sum" shall mean: In the case of Item Rate Contract, the cost of work arrived at after extension of the quantities shown in Schedule of Quantities by the item rates quoted by the tenderer for the various items.
- (f) A "Day" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in the day.
- (g.1) "Project Engineer"/ "Assistant Engineer" shall mean the Engineering Office appointed by the India Tourism Development Corporation, who shall directly supervise and be in

charge of the works for purposes of this contract and maintain liaison with the architect(s).

- (g.2) "Architect(s)/ Consultant(s)" shall mean the person/ persons practicing as such and duly appointed by the Accepting Authority for the Works under a separate Agreement getting out the Architect(s)/ Consultant(s) responsibilities and terms.
- (g.3) "Clerk of Works" shall mean the engineer appointed at the Works by the Accepting Authority to represent the Architect(s).
- (h) "Excepted Risks" are risks due to riots (otherwise than among Contractor's employees) and civil commotion (in so far as both these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of Government, damage from aircraft, act of God, such as earthquake, lightning and unprecedented floods and other causes over which the Contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by the Corporation's of the completion has been issued or a cause solely due to Corporation's faulty design of Works.
- (i) "Market Rate" shall be the rate as decided by the Project Engineer on the basis of the cost of materials inclusive of any taxes, octroi or such statutory imposition, at the time of work, and cost of labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover all overheads, supervision and profit.
- (j) Schedule(s) referred to in these conditions shall mean the standard schedule of rates prescribed by the India Tourism Development Corporation and the amendments thereto issued from time to time.
- (k) The "Site" shall mean the lands and/ or other places on, under, in or through which the work is to be executed under the Contract including any other lands or places which may be allotted by the Corporation or used for the purposes of the Contract.
- (l) "Temporary Works" shall mean all temporary works of every kind required in or about the execution, completion or maintenance of the works.
- (m) "Urgent Works" shall mean any urgent measures, which in the opinion of the Project Engineer, become necessary during the progress of the works to obviate any risk of accident or failure or which become necessary for security.
- (n) A "Week" shall mean seven days without regard to the number of hours worked in any day in that week.
- (o) The "Works" shall mean the works to be executed in accordance with the Contract or part (s) thereof as the case may be and shall include all extra or additional, altered or substituted works or temporary and urgent works as required for performance of the Contract.

Scope of Performance

Contract Documents

- 4. The Contractor shall be furnished, free of charge one certified true copy of the Contract Document and of all further drawings, which may be issued during the progress of the Works.
- 4.1.A The Contractor shall use none of these documents for any purpose other than that of this Contract.

Works to be carried out

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

necessary in and for the full and entire executor and completion as aforesaid in accordance with goods practice and recognized principals.

Inspection of Site

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

Sufficiency of Tender

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

Discrepancies and Adjustment of Errors

8. The Several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small drawings and figured dimensions in preference to scale and Special Conditions in preference to General Conditions.
- 8.1 In the case of discrepancy between Schedule of Quantities, the Specifications and/or the Drawings, the following order of preference shall be observed:
 - (a) Description in Schedule of Quantities.
 - (b) Particular Specification and Special Conditions, if any.
 - (c) Drawings
 - (d) General Specifications
- 8.2 If there are varying or conflicting provisions made in any one document forming part of the Contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document.
- 8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission thereof from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specification or from any of his obligations under the Contract.
- 8.4 If on checking, there are found to be differences between the rates given by the Contractor in words and figures or in the amount worked out by him in the Schedule of Quantities and General Summary, the same shall be adjusted in accordance with the following rules:
 - (a) In the event of a discrepancy between description in words and figures quoted by a tenderer, the rate, which corresponds to the amount worked out by the Contractor shall be taken as correct. When the Contractor does not work out the amount of an item, or it does not correspond to the rate written either in figures or in words, the rate quoted by the Contractor is WORDS shall be taken as correct.
 - (b) In the event of an error occurring in the amount column of Schedule of Quantities as a result of wrong extension of the unit rate and quantity the *UNIT RATE* shall be regarded, as firm and extension shall be amended on the basis of the rate.
 - (c) All errors in totaling on the amount column and carrying forward totals shall be corrected.
 - (d) The totals of various sections of Schedule of Quantities as amended shall be carried over to the General Summary and the tendered sum amended accordingly. The tendered sum so altered shall, for the purpose of the tender, be substituted for the sum originally

tendered and considered for acceptance instead of the original sum quoted by the tenderer. Any rounding off of totals in various section of the Schedule of Quantities or in General Summary by the tenderer shall be ignored.

Security Deposit

9. (a) The contractor shall permit the Corporation at time of making any payment to him for work done under the Contract to deduct such sums as will along with the amount of earnest money already deposited amount to 5 percent of the gross amount of the bill till the sums deducted amount to the maximum of Rs. 5.00 lakhs. Further, in final bill no security deposit would be deducted. Amount of 5% against performance guarantee shall be retained till defect liability period of 1 year.
9. (b) When the security deposit reaches a limit of Rs. 1,00,000/- the Contractor, if so desires, may convert the amount into Bank Guarantee from any scheduled bank. The validity of this Bank Guarantee shall extend up to the expiry of Defects Liability Period. This shall further be subject to the condition that at least one fourth of the total Security Deposit shall remain in cash from until the expiry of the Defects Liability period.
9. (c) All compensations or other sums of money payable by the Contractor under the terms of this Contract or any other Contract or any other account whatsoever may be deducted from or paid by the sale of a sufficient part of this security deposit or from the interest arising there from or from any sum which may be due or become due to the Contractor by the Corporation on any account whatsoever and in event of his security deposit being reduced by reasons of any deduction or sale as aforesaid, the Contractor shall within fourteen days of receipt of notice of demand from the Project Engineer make good the deficit.
9. (d) Refund of Security Deposit – one half of the security deposit refundable to the Contractor worked out on the basis of the value of work completed shall be refunded to the Contractor on the Architect and/or Project Engineer's certifying in writing that the work has been completed as per Condition 28.1 hereof.
9. (e) On expiry of the Defects Liability Period the Architect and/ or Project Engineer shall, on demand from the Contractor, refund to him remaining portion of the security deposit provided the Project Engineer is satisfied that there is no demand outstanding against the Contractor.

Deviations/ Variations Extent and Pricing

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

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

Extra Items

11. (a) Extra Items: The rates of all authorized extra items, or additional, altered or substituted work, shall be worked out as follows: -
- (i) If the rate for additional, altered or substituted item of work is specified in the Schedule of Quantities, the Contractor shall carry out the additional, altered or substituted item at the same rate. In the case of composite tenders, where two or more schedules of quantities may form part of the Contract, the applicable rate shall be taken from the schedule of quantities of that particular part in which deviation is involved, failing that at the lowest applicable rate for the same item of work in the other schedule of quantities.
 - (ii) If the rate for any altered, additional or substituted item of work is not specified in the Schedule of Quantities, the rate for that item shall be derived from the rate for the *nearest similar item specified therein*. In the case of composite tenders, where two or more schedules of quantities may form part of the Contract, the applicable rate shall be taken from the schedule of quantities of that particular part in which deviation is involved, failing that at the lowest applicable rate for the same item of work in the other schedule of quantities.
 - (iii) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-para (i) and (ii) above, then such item of work shall be carried out at the rate entered in the latest CPWD Schedule of Rates PLUS OR MINUS the percentage by which the tendered amount of works actually awarded is higher or lower than the estimated amount of the work actually awarded.
 - (iv) a) Where the rates cannot be derived in the manner (i) to (iii) above, the same shall be worked out on the basis of Market Rates or actual expenditure incurred in execution of the item inclusive of 15% Contractor's profit, overheads and supervision charges.
b) The Contractor shall, within 14 days with the date of receipt of an order to carry out the above work, or within 14 days after having carried out the above work submit the rates which he proposes to claim for such item of work, supported by rate analysis and vouchers. The Architect/ Project Engineer shall communicate to the Contractor the rates admissible for these items.

Suspension of Works

12. (a) The Contractor shall on receipt of order in writing of the Project Engineer suspend the progress of the works or any part thereof for such times in such a manner as the Project Engineer may consider necessary for any of the following reasons:
- (i) on account of any default on part of the Contractor; or
 - (ii) for improper execution of the works or part thereof for reasons other than the default of the Contractor; or
 - (iii) for safety of the works or part thereof.
 - (iv) the Contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instruction given in that behalf by the Project Engineer.
12. (b) if the suspension is ordered for the reason (ii) and (iii) in sub-para (a) above:
- (i) The Contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%.

Time and Extension for Delay

13. The time allowed for execution of the Works, or the extended time in accordance with these conditions shall be the essence of the Contract. The work shall commence from

07th day after the date of work order issued by the Architect/ Project Engineer or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the work as aforesaid, the Corporation shall without prejudice to any other right or remedy be at liberty to forfeit the earnest money absolutely.

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

13.2 If the Works be delayed by:

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

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

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

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

Plant and Equipment

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

Materials to be provided by the Contractor

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

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

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

15(a)3. The Project Engineer shall have full powers to require removal of any or all the materials brought to Site by the contractor which are not in accordance with the Contract specifications or do not conform in character or quality of samples approved by him. In case of default on the part of the Contractor in removing rejected materials, the Project

Engineer shall be at liberty to have them removed by other means. The Project Engineer shall have full powers to procure other proper materials to be substituted for rejected materials and in the vent of Contractor refusing to comply; he may cause the same to be supplied by other means. All costs, which may attend upon such removal and/or substitution, shall be borne by then Contractor.

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

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

Materials to be Supplied by the Corporation

15(b). Materials to be supplied by the Corporation are shown in the Schedule 'B' which also stipulates quantum, place of issue and rate(s) to charged in respect thereof.

15(b)1. If after acceptance of the tender the Contractor desires the Corporation to supply any other materials, such materials may be supplied by the Corporation, if available, at rates to be fixed by the Accepting Authority.

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

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

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

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

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

General:

15(c). Materials required for the Works, whether brought by the Contractor or supplied by the Corporation, shall be stored by the Contractor only at places approved by the Project

Engineer. Storage and safe custody of materials shall be the responsibility of the Contractor.

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

Labour

16. The Contractor shall employ labour in sufficient numbers either directly or through subcontractors, where such subletting is permitted, to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of Project Engineer. The Contractor shall not employ in connection with the Works any person who has not completed his fifteen-year of age.
- 16.1. The Contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act., 1948, employers Liability Act., 1968, 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 modification thereof or any other law relating thereto and rules made there under from time to time.
- 16.2. The Contractor shall indemnify the Corporation against any payments to be made under and for observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.

Setting out the Works

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

Site Drainage

- 18(a). All water which may accumulate on the Site during the progress of the Works or in trenchers and excavations, from other than the Expected Risks shall be removed from the Site to the satisfaction of the Project Engineer and at the contractor's expense.
- 18(b). Nuisance: The Contractor Shall not at any time do, cause or permit any nuisance on the Site or do anything which shall cause unnecessary disturbance or inconvenience to the owners, tenants or occupiers, other properties near the site and to the public generally.

Materials Obtained from Excavation

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

Treasure Trove, fossils etc.

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

Protection of Trees

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

Watching and Lighting

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

Contractor's Supervision

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

Inspection and Approval

24. All works embracing more than one process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice to the Architect/ Project Engineer or his authorized representative when each stage is ready. In default of such notice, the Project Engineer shall be entitled to appraise the quality and extent thereof.
- 24.1 No work shall be covered up or put out of view without the approval of the Architect/ Project Engineer or his authorised representative and the Contractor shall afford full opportunity for examination and measurement of any work which is about to be covered up or put out of view and for examination of foundation before permanent work is placed thereon. The Contractor shall give due notice to the Project Engineer or his authorised representative whenever any such work of foundation is ready for examination and the Architect/ Project Engineer or his representative shall, without unreasonable delay, unless he considers it necessary and advises the Contractor accordingly, attend for the purpose of examination and measuring such work or of examining such foundations. In the event of the failure of the Contractor to give such notice, he shall, if required by the Architect/ Project Engineer, uncover such works at the Contractor's expense.
- 24.2 Departmental officers concerned with the Contract shall have powers at any time to inspect and examine any part of the works and the Contractor shall give such facilities as may be required for such inspection and examination.

Removal of Workmen

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

Uncovering and Making Good

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

Work during Night or on Sundays and Holidays

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

Completion Certificate

- 28.1 As soon as the work is completed, the Contractor shall give notice of such completion to the Project Engineer and within 45 days of receipt of such notice the Project Engineer shall inspect the work and shall furnish the Contractor with a certificate of completion indicating (a) the date of completion, (b) defects to be rectified by the Contractor, and/or (c) items for which payment shall be made at reduced rates. When separate periods of completion have been specified for items or group of items the Project Engineer shall issue separate completion certificates for such items or group of items. No certificate of completion shall be issued, nor shall the work be considered to be completed till the Contractor shall have removed from the premises on which the work has been executed, all scaffoldings, sheds and surplus materials, except such as are required for rectification of defects, rubbish and all huts and sanitary arrangements required for his workmen on the Site in connection with the execution of work, and cleaned floor, gutters and drains, eased doors and sashes, oiled locks and fastenings, labeled keys clearly and handed them over to the Project Engineer or his representative and made the whole premises fit for immediate occupation or use to the satisfaction of the Project Engineer.
- 28.2 If at any time before the completion of the entire work, items or groups of items for which separate periods of completion have been specified, have been completed, the Architect/ Project Engineer, with the consent of the Contractor, takes possession of any part or parts of the same (any such part(s) being hereinafter in this condition referred to as "the relevant part") then notwithstanding anything expressed or implied elsewhere in the Contract:
- (a) Within thirty days of the date of completion of such item or group of items or of possession of relevant part, the Project Engineer shall issue completion certificate for the relevant part as in Condition 30 provided the Contractor fulfills his obligations under that Condition for the relevant part.
 - (b) The Defects Liability period in respect of such items and the relevant part shall be deemed to have commenced from the certified date of completion of such item or relevant part as the case may be.
 - (c) For the purpose of ascertaining compensation for delay under Condition 29 in respect of any period during which the Works are not complete, the relevant part will be deemed to form a separate item or group, with date of completion as given in the Contract or as extended under Condition 13 and actual date of completion as certified by the Project Engineer under this Condition.

Hindrance Register

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

Compensation for Delay

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

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

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

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

Defects Liability Period

30. The Contractor shall be responsible to make good and remedy at his own expense within such period as may be stipulated by the Project Engineer any defect which may develop or may be noticed before the expiry of the period mentioned in Schedule 'F' hereto from the certified date of completion and intimation of which has been sent to the Contractor within seven days of the expiry of the said period by a letter sent by hand delivery or by registered post.
- 30.1 The defects liability period for *building works, sanitary works, signages, fixtures, plant and machinery etc.* ONE YEAR from the date of completion.

Contractor's Liability and Insurance

31. From commencement to completion of the Works, the Contractor shall take full responsibility for the care thereof and for taking precaution to prevent loss or damage and to minimize loss or loss to the greatest extent possible and shall be liable for any damage or loss that may happen to Works or any part thereof and all Corporation's T&P from any cause whatsoever (save and except the Excepted Risks) and shall at his own cost repair and make good the same so that at completion, the Works and all Corporation's T&P shall be in good order and condition and in conformity in every respect with the requirements of the Contract and instruction of the Project Engineer.
- 31.1 The Contractor shall indemnify and keep indemnified the Corporation against all losses and claims for injuries and damage to any person or property whatsoever which may arise out of or in consequence of the construction and maintenance of the Works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto PROVIDED always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the Corporation against any compensation of damage caused by the Excepted Risks.
- 31.2 Before commencing execution of the work, the Contractor shall, without in any way limiting his obligations and responsibilities under this condition, insure against any damage, loss or injury which may occur to any property (excluding that of the Corporation but including the corporation's building rented by the Contractor wholly or in a part and any part of which is used by him for storing combustible materials), or to any person (including any employee of the corporation) by or arising out of the Contract.
- 31.3 The Contractor shall at all times indemnify the Corporation against all claims, damages or compensation under the provisions of Payment of Wages Act 1936, Minimum Wages Act 1948, Employer's Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act 1947 and the Maternity Benefit Act, 1961, or any other modifications thereof or any other law relating thereto and rules made there under from time to time as a consequence or any accidental injury to any workmen or other person in or about the Works, whether in the employment of the Contractor or not, save and except where such accident or injury has resulted from any act of Corporation, his agents or servants and also against all costs, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may, with the consent of Contractor, be paid to compromise or compound and claim. Without limiting his obligations and liabilities as above provided, the Contractor shall insure against all

claims, damages or compensations payable under the Workmen's Compensation Act 1923 or any modification thereof or any other law relating thereto.

- 31.4 The aforesaid insurance policy/ policies shall be provided and that they shall not be cancelled till the Architect/ Project Engineer has agreed to their cancellation.
- 31.5 The Contractor shall prove to the Architect/ Project Engineer from time to time that he has taken out all the insurance policies reference to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defects liability Period.
- 31.6 The Contractor shall ensure that similar insurance policies are taken out by his sub-contractors (if any) and shall be responsible for any claims or losses to the Corporation resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be produced by his sub-contractors (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Architect/ Project Engineer.
- 31.7 The Contractor and/ or his sub-contractor (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/ they may be required to effect under the terms of the Contract then 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 money due or which may become due to Contractor or recover the same as a debt due from the Contractor.

Facilities to Other Contractors

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

Notices to Local Bodies

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

Sub-Contracts

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

Instruction and Notices

- 35. Subject as otherwise provided in this Contract, all notices to be given on behalf of the Corporation and all other actions to be taken on its behalf may be given or taken by the Architect/ Project Engineer or any officer from the time being entrusted with the functions, duties and powers of the Architect/ Project Engineer.
- 35.1 All instructions, notices and communications etc. under the Contract shall be given in writing and if sent by registered post to the last known place of abode or business of the Contractor shall be deemed to have been served on the date when in ordinary course of post these would have been delivered to him.

- 35.2 The Contractor or his agent shall be in attendance at the Site(s) during all working hours and shall superintend the execution of Works with such additional assistance in each trade as the Architect/ Project Engineer may consider necessary. Orders given to the Contractor's Agent shall be considered to have the same force as if they have been given to the Contractor himself.
- 35.3 The Project Engineer shall communicate or confirm his instructions to the Contractor in respect of the execution of work in a "Work Site Order Book" maintained in the office of Architect/ Project Engineer and the Contractor or his authorized representative shall confirm receipt of such instructions by signing the relevant entries in this book. If required by the Contractor, he shall be furnished a certified true copy of such instruction(s).

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

36. If at any time after acceptance of the tender the corporation shall decide to abandon or reduce the scope of the Works for any reason whatsoever and hence not require the whole or any part of the Works to be carried out, the Architect/ Project Engineer shall give notice in writing to that effect to the Contractor and the Contractor shall have no claim to any payment or compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the Works in full but which he did not derive in consequence of the foreclosure of the whole or part of the Works.
- 36.1 The Contractor shall be paid at Contract rates full amount for works executed at Site and in addition, a reasonable amount as certified by the Project Engineer for the terms hereunder mentioned which could not be utilized on the work to the full extent because of the foreclosure:
- (a) Any expenditure incurred on preliminary Site work e.g. temporary access roads, temporary labour huts, staff quarters and Site office, storage accommodation and water storage tanks.
 - (b) (i) The Corporation shall have the option to take over Contractor's materials or any part thereof either brought to Site or of which the Contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the works), provided however, the Corporation shall be bound to take over the materials or such portions thereof as the Contractor does not desire to retain. For materials taken over by the Corporation, cost of such materials shall be borne by the Corporation. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the Contractor.
 - (b) (ii) For the Contractor's materials not retained by the Corporation, reasonable cost of transporting such materials from Site to Contractor's permanent store or his other works, whichever is less, shall be paid. If materials are not transported either of the said places, no cost of transportation shall be payable.
 - (c) If any material supplied by the Corporation are required surplus, the same except normal wastage shall be returned by the Contractor to the Corporation at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials in custody of the Contractor. In addition, cost of transporting such materials from Site to the Corporation store, if so required by the Corporation.
 - (d) Reasonable compensation for transfer of T&P from Site to Contractor's permanent stores or to his other works, whichever is less, if T&P are not transported to either of the said places, no cost of transportation shall be payable.
- 36.2 The Contractor shall, if required by the Architect/ Project Engineer, furnish to him books of account, wage book, time sheet another relevant documents as may be necessary to enable him to certify the reasonable amount payable under this Condition.

Termination of Contract for Death

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

Cancellation of Contract in Full or in Part

38. If the Contractor:
- (a) At any times makes default in proceeding with the works with due diligence and continues to do so after a notice in writing of 7 days from the Architect/ Project Engineer; or
 - (b) Commits default in complying with any of the terms and conditions of the Contract and does not remedy it or take effective steps to remedy it within 7 days after notice in writing is given to him in that behalf by the Architect/ Project Engineer; or
 - (c) Fails to complete the Works or items of work with individual dates of completion, on or before the dates(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Architect/ Project Engineer; or
 - (d) Shall offer or give or agree to give any person Corporation's service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or fore bearing to do or to having done or fore borne to do any act in relation to the obtaining or execution of this or any other Contract for the Corporation; or
 - (e) Shall enter into a contract with the Corporation in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars, any such commission and the terms of the payment thereof have previously been disclosed in writing to the Accepting Authority/ Project Engineer; or
 - (f) Shall obtain a Contract with the Corporation as a result of ring tendering or other non-bonafide methods of competitive tendering; or
 - (g) Being and an individual, or if a firm, any partner thereof, shall at a time adjudged insolvent or having receiving order or for administration for his estate made against him or shall take any proceedings for liquidation/ composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effect or composition or arrangement for the benefit of his creditors or purport to do so, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for the benefit of his creditors; or
 - (h) Being a company shall pass a resolution of or the Court shall make an order for the liquidation of its affairs, or receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitles the Court on debenture holders to appoint a receiver or Manager; or
 - (i) Shall suffer and execution being levied on his goods and allow it to be continued for a period of 21 days; or

- (j) Assigns, transfers, sublets (engagement of labour on a piecework basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or attempt to assign transfer or sublet the entire Works or any portion thereof without the prior written approval of the Accepting Authority, Accepting Authority may, without prejudice or any other right to remedy which shall have accrued thereafter to the Corporation by written notice, cancel the Contract as a whole or only such items of work in default from the Contract.
- 38.1 The Accepting Authority shall on such cancellation have powers to:
- (a) Take possession of the Site and any materials, constructional plants, implements, stores etc. thereon; and/or
- (b) Carry out the incomplete work by any mean **AT THE RISK AND COST OF THE CONTRACTOR**
- 38.2 On cancellation of the Contract in full or in part, the Architect/ Project Engineer shall determine what amount, if any, is recoverable from the Contractor for completion of the Works or part of the Works or in case the Works or part of the Works is not to be completed, the loss or damage suffered by the Corporation. In determining the amount, credit shall be given to the Contractor for the value of the work executed by him up to the time of cancellation, the value of Contractor's materials taken over and incorporated in the work and use of labour and machinery belonging to the Contractor.
- 38.3 Any excess expenditure incurred or to be incurred by the corporation in completing the Works or part of the works or the excess loss or damages suffered or may be suffered by the Corporation as aforesaid after allowing such credit shall be recovered from any money due to the Contractor on any account, and if such money is not sufficient, the Contractor shall be called upon in writing to pay the same within 30 days.
- 38.4 If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Architect/ Project Engineer shall have the right to sell any or all of the Contractor's temporary buildings etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the Contract and if thereafter there be any balance outstanding from the Contractor, it shall be recovered in accordance with the provisions of the Contract.
- 38.5 Any sums in excess of the amounts due to the Corporation and unsold materials, constructional plants etc. shall be returned to the Contractor, provided always that if cost or anticipated cost of the completion by the Corporation of the Works or part of the works is less than the amount which the Contractor would have been paid had he completed the Works or part of the Works, such benefits shall not accrue to the contractor.

Liability for Damages, Defects or Imperfections and rectification thereof

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

aforesaid, the Project Engineer may rectify or remove and replace with others in the materials or articles complained of, as the case may, by other means AT THE RISK AND EXPENSE OF THE CONTRACTOR.

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

Urgent Works

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

Changes in Constitution

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

Valuation and Payment

Records and Measurement

42. The Architect/ Project Engineer shall, except as otherwise stated, ascertain and determine by measurement the value in accordance with the Contract of work done in accordance therewith:
 - 42.1 All items having a financial value shall be entered in Measurement Book, Level Book, etc. prescribed by the Corporation so that the complete record is obtained of all work performed under the Contract.
 - 42.2 Measurements shall be taken jointly by the Clerk-of-Works/ Project Engineer and by the Contractor or his authorised representative.
 - 42.3 Before taking measurements of any work, the Project Engineer or the person deputed by him for the purpose shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send an authorized representative for measurements after such a notice or fails to countersign or to record the objection within a week from the date of measurements then in any such event measurements taken by the Clerk-of-Works/ Project Engineer or by the person deputed by him shall be taken to be correct measurements of the works.
 - 42.4 The Contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurement.
 - 42.5 Measurements shall be signed and dated by both the parties each day on the Site on completion of measurements. If the Contractor objects to any of the measurements recorded on behalf of the Corporation, a note to that effect shall be made in the

Measurement Book against the item objected to and such note shall be signed and dated by both the parties engaged in taking the measurements.

Methods of Measurement

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

Payment on Account

44. Interim bill shall be submitted by the Contractor at intervals mentioned in Schedule 'F' on or before the date fixed by the Project Engineer for the work executed. The Architect/ Project Engineer shall then arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work.
- 44.1 Payment on Account for amount admissible shall be made on the Architect/ Project Engineer certifying the sum to which the Contractor is considered, entitled by way of interim payment for the following:
- (a) All work executed, after deducting there from the amounts already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the Contract.
 - (b) 75% of the cost (as assessed by the Architect/ Project Engineer of any materials which are in the opinion of the Project Engineer reasonably required in accordance with the Contract and have been brought to Site for incorporation in the works and are safe guarded against loss due to any cause whatsoever to the satisfaction of the Architect/ Project Engineer, but have not been so incorporated; provided the Contractor provides an insurance cover for the full cost of the PERISHABLE MATERIALS.
- 44.2 The advance payments under (b) above shall be adjusted as and when materials are utilized in the works.
- 44.3 Any interim certificate given relating to work done or materials delivered, may be modified or corrected by subsequent interim certificate or by the final certificate. No certificate of the Architect/ Project Engineer supporting an interim payment shall or itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the Contract.
- 44.4 Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided.

Time Limit for Payment of Final Bill

45. The final bill shall be submitted by the Contractor WITHIN THREE MONTHS of physical completion of the Works. No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and at rates as approved by the Architect/ Project Engineer, shall be made within the period specified hereunder, the period being reckoned from the date of receipt of the bill by Architect/ Project Engineer:
- (a) Contract amount not exceeding Rs. 5 lakh -----Four Months
 - (b) Contract Amount exceeding Rs. 5 Lakh ----- Six Month
- 45.1 After payment of the amount of the final bill payable as aforesaid has been made, the Contractor may, if he so desires, reconsider his position in respect of the dispute portion of the final bill and if he fails to do so within 90 days, his disputed claim shall be dealt with as provided in the Contract.

Reimbursement in Variation in Price

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

Overpayments and Underpayments

- 47.1 Whenever any claim for the payment of a sum of money to the Corporation arises out of or under this Contract against the Contractor the same may be deducted by the Corporation from any sum then due or which at anytime thereafter may become due to the Contractor under this Contract and failing that under any other Contract with the Corporation or from any other sum due to the Contractor from the Corporation (which may be available with Corporation) or from his security deposit, or he shall pay the claim on demand.
- 47.2 The Corporation reserves the right to carry out post payment audit and technical examination of the final bill including all supporting voucher, vouchers, abstracts etc. The Corporation further reserves the right to enforce recovery of any over payment when deducted notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before and arbitrator appointed under Condition 48 of this Contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.
- 47.3 If as result of such audit and technical examination any overpayment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the Contract, it shall be recovered by the corporation from the Contractor by any or all of the methods prescribed above or if any underpayment is discovered, the amount shall be duly paid to the Contractor by the Corporation.
- 47.4 Provided that the aforesaid right of the Corporation to adjust overpayment against amount due to the Contractor under any other Contract with the Corporation shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the Contractor under the MINUS final bill is communicated to the Contractor.
- 47.5 Any amount due to the Contractor under this Contract for underpayment may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the Contractor, from him to the Corporation on any other Contract or account whatsoever.

Arbitration and Laws

Arbitration

48. Except where otherwise provided for in the Contract all questions and disputes relating to the meaning of the specification, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out or relating to the Contract, design, drawing, specifications, estimates, instructions, orders or these conditions or otherwise concerning the Works, or execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Managing Director/ Chief engineer of the India Tourism Development Corporation or any other person appointed by him. There will be no objection if the arbitrator so appointed is an employee of India Tourism Development Corporation and that he had to deal with the matters to

which the Contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred or vacating this office or being unable to act for any reason, the ** Managing Director/ Chief Engineer shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this Contract that no person other than a person appointed by the Managing Director/ Chief Engineer, as aforesaid should act as arbitrator and if for any reason, that is not possible, the matter is not to be referred to arbitration at all. In all cases where the amount of the claim in dispute is Rs. 50000/- (Rupees Fifty thousand) and above, the arbitrator shall give reasons for the award.

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

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

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

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

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

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

Laws Governing the Contract

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

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

TENDER

To

India tourism Development Corporation

Unit: _____
(Hereinafter referred to as the Corporation)

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

**Demolishing & dismantling of Bagala Dharamshala at Puri,Odisha under
Mega Circuit (for Nabakalebar -2015)**

Notice Inviting tender

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

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

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

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

Witness.....	Signature.....
Date.....	In capacity of.....
Address.....	Duly authorized to sign } The tender on behalf } (in Block letters) }
.....	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.

Schedule 'B'

3 (b)	Accepting Authority	India Tourism Development Corporation
3 (i)	Market Rate-percentage addition to cover overheads and supervision.	15%
9 (a)	Estimated Cost of the works put to tender	<u>Rs 2865691.65</u>
	(b) Earnest Money (2% of the estimated cost of the works)	<u>Rs 57350.00</u>
	(c) Security Deposit (5% of the gross value of the Works subject to a maximum of Rs. 5.00 Lakh)	
11 (i)	Schedule of rates applicable Percentage adjustment to the rates in the Schedule of Rates, for pricing deviations.	Latest CPWD S.O.R/SCN-SOR M
13.	Time allowed for execution of work (to be reckoned from the 7 th day after the date of letter of Intent or handing over of site whichever is later)	03 Months
29.	Compensation for Delay: 1% (one percent) of the Contract subject to a maximum or Rs 10,000 per week or a part thereof for the first four weeks of delay and subsequent delay for every week or part thereof amount shall be 2% of the contract amount subject to maximum of Rs. One lakh per week. Total compensation for delay shall further be subject to an overall maximum of 15% (fifteen percent) of the Contract amount as awarded. The decision of the competent officer shall be final and binding.	
30 } 30.1 }	Defects Liability Period Under water Floats, Anchors etc.	<i>Demolishing & dismantling of buildings, Building works, sanitary works, signages, fixtures, plant and machinery etc. ONE YEAR from the date of completion.</i>
44	Interim Bill	Monthly or as certified by the Architect/ Project Engineer.
45	Final Bill	
	a) Contract amount not exceeding –Rs. 5.00 lacs	Four Months
	b) Contract amount exceeding – Rs.5.00 lacs.	Six Months

Materials for issue to the contractor

(See Condition 15)

Sl. No.	Particulars	Rate at which material will be issued		Quantity	Place of Issue
		Unit	Rs.		
1	2	3	4	5	6
N I L					

Signature of

IssuingOfficer.....

Date.....

Signature of

Contractor.....

Date

Schedule 'C'

For recommending extension of Time

- (1) Name of Work
 - (2) Name of Contractor
 - (3) Name of Architect
 - (4) Contract Amount
 - (5) Final gross value of Work including cost of extra items.
 - (6) Date of award of the Work
 - (7) Date of commencement of Work.
 - (8) Completion date as per the Contract.
 - (9) Actual date of completion.
 - (10) Period requiring extension.
 - (11) Amount of compensation for delay as per the Contract.
 - (12) Reference to contractor's letter(s) of application seeking extension of time within due date as per the contract.
 - (13) Reasons for delay and justifications:
 - (a) _____
 - (b) _____
 - (c) _____
 - (d) _____
 - (14) Conclusion:
 - (a) Full extension is recommended without levy of compensation amount.
- OR (b) Full extension is recommended with levy of compensation amount of Rs.....for period.....days.....

(Strike out words, which are not applicable)

SIGNATURES:

Assistant Engineer Executive Engineer Architect Project Engineer

Note: duplicate typed copies of extracts from Hindrance Register should be enclosed with this Performa.

Form Of Bank Guarantee in lieu of Security Deposit
Individual Contract
(General Condition No. 9)

To

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

1. In _____ consideration _____ of I.T.D.C.....of..... (hereinafter called the "Corporation" which expression shall unless repugnant to the subject or context include his successor and assigns) having agreed under the terms and conditions of Contract No.....Date..... made betweenand the Corporation in connection with(hereinafter called the said Contract) to accept a Deed of Guarantee as herein provided for Rs..... from a Scheduled Bank in lieu of the Security deposit to be made by the Contractor or in lieu of the deduction to be made from the Contractor's bills for the due fulfillment by the said Contractor on the terms and conditions contained in the said Contract we, theBank Ltd. (hereinafter referred to as the said Bank) a company under the Companies Act , 1956 and having our registered _____ office _____ atdo hereby undertake and agree to indemnify and keep indemnified the corporation from time to _____ time _____ to _____ the _____ extent _____ of Rs.....(Rupees.....only) against any losses, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation by reason of any breach or breaches by the said Contractor of any of the terms and conditions contained in the said Contract and to unconditionally pay the amount claimed by the Corporation on demand and without demur to the extent aforesaid.
2. We,Bank Ltd. further agree that the corporation shall be the sole judge of and as to whether said Contractor has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, costs, charges and expenses caused or suffered by or that may be caused or suffered by the Corporation on account thereof and the decision of the Corporation that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses suffered by or that may be causes to or suffered by the Corporation from time to time shall be final and binding on us.
3. We, the said bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and till all the dues of the Corporation under the said Contract or by virtue of any of the terms and conditions governing the said Contract have been fully paid and its claims satisfied or discharged and till.....certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said claim under this Guarantee afteryears from the date o expiry of the defects Liability Period as provided in the said Contract or from the date of cancellation of the said Contract, as the case may be unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the of the said period of.....years in which case the same shall be enforceable against the Bank

notwithstanding the fact, that the same is enforced after the expiry of the said period ofyears.

- 4. The Corporation shall have the fullest liberty without effecting in any way the liability of the Bank under this Guarantee or Indemnity, from time to time to vary any of the terms and conditions of the said Contract or to extend the time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said Contract or securities available to the Corporation and the said Bank shall not released from its liability under these presents any exercise by the Corporation of the liability with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of the corporation or any indulgence by the Corporation to the said Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the Bank from its such liability.
- 5. It shall not be necessary for the Corporation to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which the Corporation may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.
- 6. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Corporation in writing and agree that any change in the constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.

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

For and on behalf of the Bank

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

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

.....

Of.....

Sd.....

Dated.....

(Name & Designation)

NOTES:

For Proprietary Concerns

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

For Partnership Concerns.

(a) SriSon
of..... resident of
.....

(b) SriSon
of..... resident of
.....Carrying on business under the

name and style of.....(hereinafter collectively called "the said Contractor" which expression shall unless the contest requires otherwise include each of them and their respective heir, executors, administrators and legal representatives).

For Companies

S/Sri a company under the Companies Act, 1956 having its registered office atin the state of(hereinafter called the said Contractor which expression shall unless the context requires otherwise shall include list successors and assigns).

BANK GUARANTEE FOR ADVANCE TO CONTRACTORS

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

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

Whereas M/s.....(hereinafter called the contractor) has entered into a contract with the employer to carry out the work.....
..... and have agreed to complete the above mentioned work in accordance with the time bound programme agreed to separately between the employer and the contractor namely by

1. NOW THIS GUARANTEE WITNESS that in consideration of employer having agreed to contractor's request for the release of Rs.....(Rupees..... Only) as advance against order on furnishing Bank guarantee for Rs.....(Rupees. only).
2. We do hereby unconditionally and irrevocably agree and undertake to pay India Tourism Development Corporation Ltd. New Delhi on demand and without demur an amount not exceeding Rs.....(Rupees.....only).
3. Any such demand on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs.....(Rupees.....only).
4. We further agree and confirm that this guarantee also covers all risks regarding security for the due and faithful fulfillment of the contract by M/s..... and also any loss or damage caused to or suffered by, or would be caused to or suffered by the employer by the reason of any breach by the said contractor of any of the terms and conditions contained in the said agreement or by reasons of the contractor's failure to complete the work strictly in accordance with the time schedule agreed to. We further agree that the employer shall be sole the judge of and as to whether the said contractor has committed any breach of any of the terms and conditions of the contract and as to the extent of the loss and damage caused to or suffered by the employer on account thereof. We further agree that the guarantee herein contained shall remain in force and effect during the period that would be taken for the performance of the said contract and it shall continue to be enforceable till all the dues of the employer under or by virtue of said order have been fully paid its claim satisfied or discharged or till the India Tourism Development Corporation Ltd., New Delhi certify that terms and conditions of the said order have been fully provided, however, that unless a demand or claim under the guarantee is made on us in writing on or before.....we shall be discharged from all liabilities under this guarantee thereafter.
5. We further agree that the India Tourism Development Corporation Ltd., New Delhi shall have the fullest liberty with or without our consent and without effecting in any manner our obligation hereunder, to vary any of the terms and conditions of the said

- contract or extending time of performance by the said contractor time to time, postpone for any time or from time to time any of the powers exercisable by the India Tourism Development Corporation Ltd., New Delhi, against the said contractor and to forebear or enforce any of the terms and conditions relating to the said order and we shall not be relieved from our liability by reasons of any such variation, or extension being granted to the said contractor or for any forbearance act or omission on the part of India Tourism Development Corporation Ltd., New Delhi or any indulgence by it to the said contractor or by and such matter or thing whatsoever which under the law relating tom surety would but for this provision have the effect of so relieving us from its such liability.
6. We lastly undertake not to revoke this guarantee during its currency except with the previous consent of the India Tourism Development Corporation Ltd., New Delhi.
7. Notwithstanding anything contained here before, our liability under this bond is restricted to Rs.....(Rupees.....only) and it will remain in force till.....unless a claim or demand in writing is made against us under this guarantee before that date, all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.

SPECIAL CONDITIONS

1. SCOPE

- The scope of work includes Demolishing and Dismantling of the old building structures existing at Bagala Dharamshala at Grand Road, Puri Odisha, as per the direction of Engineer- in -charge.
- The Buildings to be demolished are of Ground Plus 1 Storey type. The photographs of the buildings to be demolished are annexed for reference.
- Demolition of building will be done by suitable mechanical method combined with mechanical means or by combination. **Blasting is not allowed at all.**
- Before starting the actual work of demolition a careful study shall be made of the structure which is to be pulled down & also of all its surroundings including various services lines such as water supply communication lines, electrical lines etc. This shall in particular, include study of manner in which various parts of the buildings to be demolished are supported and how far the stage demolition will affect the safety of the adjoining structure.
- The dismantling and demolition will be up to the foundation level/ pile cap level and up to initial services only. No external services of sewer line, water and electric supply line/ feeder line, fire fighting lines shall be dismantled or demolished.

The demolish work shall be proceeded with such a way that :-
a) It causes no damage to the adjoining building and properties.
b) It satisfies all safety requirements to avoid any accidents.
And nothing shall be paid on this account.
- The VIP Guest house block of the Bagla Dharamshala is not be demolished/dismantled.
- The work also includes the segregation of different types of material like steel, fans, grills doors, C.I Pipes etc. in safe and good condition till the same are taken over by the client.
- The rubbish, debris to be transported off the site and dumped at the area allowed by the city municipality. Proper record is to be maintained of transportation vehicles used for this purpose.
- Photographs of the buildings/area to be demolished be taken prior start of work and be submitted to ITDC along with each R.A Bill. Also the photograph of the area / building after demolishing be taken from the place and angle for comparison and be submitted to ITDC.

2. DETAILED INSTRUCTIONS

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

3. TENDER (AND DRAWING SET)

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

4. TENDERER SHALL VISIT THE SITE

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

5. SPLITTING OF WORKS

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

6. AGREEMENT

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

7. ROYALTIES & PATENTS

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

8. PERMITS AND LICENCES

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

9 GOVERNMENT AND LOCAL RULES

The contractors shall take approval from the local city police and other authorities all necessary that may be required by law and obtain all requisite permission for temporary obstructions, enclosure etc and pay all fee, taxes and charges except statutory fees for getting permissions which may be livable on the account of these operations in executing the contract. He shall make good any damage to the adjoining property whether public or private shall supply and maintain lights whether for illumination or for cautioning the public at night. Contractor (s) will submit safety plan for cordoning the area.

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

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

10. FEES, PERMITS & TESTS

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

11. RATES

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

12. FIRE FIGHTING

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

13. COMPLETION TIME

The work may be carried out in more than one shift or during night, no claim on his account shall be entertained. The contractor has to take permission from the police/ local authorities etc, if required for work during night hours, no claim/ hindrances on this account shall be considered if work is not allowed during night time.

In order to achieve the targeted date of the completion, the contractor shall have to work in multiple shifts round the clock, including public and gazetted holidays and in phases as directed by the Architect and Project Engineer to complete the work in the stipulated time period. The quoted rate shall cover the cost of working as above.

The contractor shall submit an outlined and graphic schedule of proposed procedures to the Architect/ Consultant and the owner to complete the work timely.

14. WORKMANSHIP

The method of dismantling/demolishing the structure should be devised to ensure that there is at least one possible safe method of carrying out operation. In general, structures should be demolished in the reverse order to their erection/ construction. The method/plan to be adopted by agency for demolition/dismantling be informed and discussed with Engineer-in-charge before commencement of any action. Notice mentioning the day & time be displayed at the building to be demolished and at the main gate. Temporary restrains/Bracings, anchorages/false work be done for the safety & avoid any accident before commencement of demolition. All the living beings, animals, hazardous, chemicals etc be removed from the building and vicinity where demolition is to be carried out.

15. **ACCESS TO WORKS** The contractor shall provide all facilities to the Project Engineer and or their representative to make frequent inspection of his workshop/ godown and to ascertain the progress of work quality and quantity of material dismantled undertaken in this contract.

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

17. SAFETY & COMPENSATION

The contractor shall take all precaution to avoid all accidents by exhibiting necessary caution boards day and night, speed limit boards, red light and providing barriers. He shall be responsible for all damages and accidents caused to existing / new work due to negligence on his part awarded. No hindrance shall be caused to traffic during the execution of work. In case of any incident of labours/ contractors staff the entire responsibility will rest on the part of contractor and any compensation under such s circumstances if becomes payable the same shall be born by the contractor and departments shall have no role on his account. Nothing extra shall be paid on his accounts.

The contractor shall be responsible for any damage to the Govt. property and work he shall make good the same at his risk and cost.

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

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

18. SAFE CUSTODY

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

19. PROTECTION OF WORK

Existing drain, pipes, cables, overhead wires, sewer lines, water lines and similar services encountered in the course of the execution of work shall be protected against the damage by the contractor at his own expense. The contractor shall work out the cost and the same shall be approved by Engineer- in- Charge. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.

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

20. LIGHTING ARRANGEMENT

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

21. WORK PROGRAMME

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

22. COORDINATION WITH OTHER AGENCIES

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

23. PHASING OF WORK

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

24. CLEANLINESS OF SITE

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

The contractor will be responsible at his own expense for delivery and for unloading on the site all contractor's equipment and everything are necessary for carrying out the contract.

The contractor shall on completion remove all contractors' equipment & rubbish and leave the site in a level, clean & tidy condition to the satisfaction of the engineer-in – charge.

On the failure of the above duty by the contractor with 14days of the completion of the work, ITDC will be having full liberty to take any action as deemed against the contractor or his equipment.

25. MATERIALS WORKMANSHIP

- A register should be maintained by the contractor at the site showing daily records of Labour, Material, stores and equipment used in completing the work wise.
- The contractor shall cover up and protect from damage, from any cause all new work supply all temporary protection for the execution of the work whether by himself or special tradesman and any damage caused must be made good by the contractor at his expenses.

26. HANDING OVER

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

27. ADDITIONAL WORK

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

28. CONDUCT OF WORKERS

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

29. PAYMENT TO VENDOR/ SUPPLIER ETC.

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

30. LAND FOR CONTRACTORS ESTABLISHMENT

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

31. INSURANCE

- The contractor shall effect at his own expenses take an "Contractor's All Risk Insurance Policy" beneficiary to ITDC and should cover third party liability to cover every stages of demolishing, dismantling, construction, machinery, materials stored at site and places where payment of the same are affected. The policies should be sufficient to cover all types of machinery, material, men from time to time. The corporation should be totally indemnified against all claims. This policy shall remain valid till the expiry of defect liability period. The contractor shall also arrange the Workmen Compensation Policy for the workers engaged at site till completion of work.
- CAR & workmen compensation policy shall have to be provided by the contractor to ITDC within (07) seven days from the issuance of the work order. No payment shall be released in absence of the CAR & WCP

32. WATER

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

33. POWER

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

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

34. QUALITY CONTROL

Quality of work during demolishing & dismantling of buildings shall be upto the satisfaction of Engineer-In – Charge.

35. COMPLETION DRAWINGS AND PHOTOGRAPHS

- The contractor, while reporting on completion of their work, shall furnish (i) as built drawings of all services/ systems and information about their complete operation and maintenance (if applicable) (ii) inventory of all fittings fixed by him in the work and (iii) completed photographs of the work, both “in progress” photographs, and “completed” of the specified size.
Contractor is required to maintain the Album and soft copy of clear photographs of Site before the start of work, during the progress of work, at the finishing stage, at the completion stage and as and when instructed by Project Engineer.

36. PROGRESS REPORT

- Progress Report of the work is to be provided by the contractor daily in the statement form which will be provided by the Project Engineer. In the absence of the progress report, the delay if any, in the R.A Bill payment will be borne by the contractor.
As the scope of work includes the demolishing and dismantling work, the contractor is required to use good quality of machinery, tools & plants along with their skilled operators.

37. PAYMENT

- Payment for the works done will be made through Running account bills. Payment will only be processed after receiving the Photographs reports of material dismantled w.r.t the qty if applicable. The Agency is required to furnish the detailed bill on their letter head typed neatly by the 20th of each month including the statements as per direction of Engineer-in-Charge, valid contractor all risk insurance policy & work men compensation policy of workers to get the R.A bill payment.
Only one R.A Bill in a month will be processed and the same should not be submitted less than 25% of the Agreement value.

38. ENGAGEMENT OF TECHNICAL STAFF AT SITE

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

39. SUSPENSION OF WORK

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

40. COOPERATION/ CO-ORDINATION WITH OTHER AGENCIES

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

41. QUIET OPERATION , VIBRATION AND TRANSPORTATION

The agency shall ensure that during demolition noise and air pollution level remain with permissible limits set by local body/ Competent authority.

All equipment shall operate under all conditions of load without any sound or vibration, which is objectionable in the opinion of ITDC. All moving machinery sound or vibration noticeable must be within the limits allowed by the local Govt. Bodies.

Work is to be carried out in restricted area. It shall be deemed that the contractor has satisfied himself as to the nature and location of the work, general and local conditions of the work, general work conditions and particularly those pertaining to transport, including the restrictions on plying trucks etc. The department shall not provide any assistance by way of reasonable recommendations, in obtaining permits for plying trucks etc. from the concerned traffic authorities and bear no responsibility for the same. It shall be assumed that the contractor has also satisfied himself about, handling, availability and general ground level and the contractor has estimated and calculated his cost accordingly.

42. Fire Precautions

The contractor shall comply with the employer's fire drill arrangements. The contractor shall provide his own fire fighting appliances and the First Aid Box and facility at site.

43. Safety:

The contractor should appoint at least one safety officer, 2 safety supervisors on site. All safety personnel shall be connected by mobile phone or walky talky. The safety officer will submit the safety plan for approval of engineer-in-charge before start work. All the safety measures will be installed / erected as per approved safety plan and nothing shall be paid on this account.

Before commencing work the contractor shall report to the employer's appointed representative. The contractor and his sub-contractors in carrying out the contract shall comply at their own expense with all applicable legislative provisions and by laws in particular (but without limitation) building and constructional laws in particular regulations including the Health and Safety at Work Act 1961 (as these acts may from time to time be re-enacted or modified) and the construction regulations made there under and with any local and site regulations of the employer particularly (but without limitations) those relating to Health, Safety and Hygiene. Before beginning work on site the contractor shall sign a certificate provided by the employer certifying that the contractor has been made aware of the employer's local and site regulations and the contractor will abide by them and will procure his sub-contractor's employees and all other persons having access to the site by his authority to abide by the same.

In carrying out the contract the contractor shall also comply with the recommendations of the BIS IS 4130 (1991) code of Practice for demolition as amended from time to time.

No Demolition operations shall be undertaken unless under the immediate supervision of a competent employee of the contractor with adequate experience of this type of work.

The contractor shall pay special attention to those parts of the works where there may be a risk of flooding, explosion fire or acid burning all necessary steps must be taken to prevent danger from fire and/or explosion through leakage or accumulation of Gas or Vapour.

Before carrying out the works the contractor shall ascertain the location of potentially dangerous facilities at and adjacent to the site such as live cables (underground cables shall not be disturbed) and mains runs and for this purpose shall consult with the appointed engineer of the employer who shall also advise the contractor.

The contractor shall be liable for the safety of his own personnel and equipments whilst they are on the site and shall take adequate precautions to ensure the safety of all other personnel and equipment within the site boundaries or adjacent thereto.

The contractor shall be responsible for the watch and ward/ guard of the buildings safety, dismantled materials/ article by him against pilferage and breakage and nothing extra shall be paid on this accounts.

44. Estimate is based on DSR- 2016

- 45 No ancient monuments should be demolished in the set up and construction of new project and extensions to the present structures, wherever such monuments exist without consulting Archaeological Department also or concerned department.
- 46 No religious edifice should be destroyed , damaged or demolished in the execution of works without the full and free consent of the persons/institutions interested in it, nor without the concurrence of the principal civil or political authority on the spot within whose jurisdiction such edifice stands.
- 47 A separate folio or set of folios should be kept apart for keeping the accounts/register of dismantled materials pertaining to each work.
- 48 The serviceable materials obtained from dismantlement should be used in the works as far as possible and shall be shown as issued to works accordingly in the Register. The unserviceable materials should be disposed only after the approval of the competent authority.
- 49 The undisposed balances should be physically verified at the completion of work for verification of records and be handed over to the Department thro Engineer-in –Charge.
- 50 The “Empties”, i.e. empty drums, tins, bags and other containers should also be included and accounted for in the Register of Dismantled Materials.
- 51 In case of dismantled materials of negligible salvage value arising out of departmental maintenance of works, such as electrical lamps and tubes, A.C Sheet ridges, PVC flooring etc. may not to be taken in the dismantled material amount and they shall be disposed of as deemed fit. The Engineer in charge shall exercise & check of the quantum of materials dismantled from their normal consumption pattern.
- 52 For other dismantled materials having salvage value arising out of such work, these should be accounted for in the Register of Dismantled Material, re-used as the case may be or to be handed over to the client thro Engineer-in Charge.
- 53 The waste demolished building material to be transported for dumping area thro mechanical transport after taking all necessary approvals and permissions from the local authorities. ITDC shall not pay any extra charges/payment on account of this transportation of waste building material.



**IMAGE OF BAGALA DHARAMSHALA BUILDING TO BE
DEMOLISHED & DISMANTLED AT GRAND ROAD, PURI, ODISHA
(for reference)**



SPECIMEN – PRICE BID

(Not to be quoted here)

**Demolishing & Dismantling of Bagala Dharamshala at Puri,
Odisha under Mega Circuit (for Nabakalebar-2015)**



SCHEDULE OF QUANTITY
ESTIMATE FOR THE DEMOLITION OF EXISTING BAGLA DHARAMSHALA AT PURI

S. No.	T.I No.	Description of Item	Unit	Qty.	RATE		AMOUNT
					In Fig.	In Words	
1	1	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer - in - charge. Nominal concrete 1:3:6 or richer mix (i/c equivalent design mix)	cum	276.00			
2	2	Demolishing R.C.C. work manually/ by mechanical means including stacking of steel bars and disposal of unserviceable material within 50 metres lead as per direction of Engineer - in- charge.	cum	341.00			
3	3	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge. In cement mortar	cum	1849.00			
4	4	Dismantling doors, windows and clerestory windows (steel or wood) shutter including chowkhats, architrave, holdfasts etc. complete and stacking within 50 metres lead : Of area 3 sq. metres and below	each	401.00		NOT TO BE QUOTED HERE	
5	5	Dismantling doors, windows and clerestory windows (steel or wood) shutter including chowkhats, architrave, holdfasts etc. complete and stacking within 50 metres lead : Of area beyond 3 sq. metres	each	50.00			
6	6	Dismantling roofing including ridges, hips, valleys and gutters etc., and stacking the material within 50 metres lead of: Asbestos sheet	Sqm	622.00			
7	7	Dismantling steel work manually/ by mechanical means in built up sections without dismembering and stacking within 50 metres lead as per direction of Engineer-in-charge.	kg	1182.00			
8	8	Dismantling steel work in single sections including dismembering and stacking within 50 metres lead in: R.S. Joists	kg	2412.00			
9	9	Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 50 m initial lead, for all leads including all lifts involved.	cum	2466.00			
10	10	Dismantling C.I or Asbestos rain water pipe with fittings and clamps including stacking the material within 50 meters lead : 100 mm dia pipe	meter	400.00			

11	11	Dismantling of ceiling fans, ceiling lights all including removal of all wires and stacking within 50 metres lead and till the dismantled material is handed over to the department as per direction of Engineer-in-charge.	each	136.00			
12	12	Demolishing dry brick pitching in floors, drains etc. Including stacking serviceable material and disposal of unserviceable material within 50 mtr lead.	cum	25.00			
13	13	Demolishing mudphuska in terracing and disposal of material within 50 mtr lead.	cum	96.00		NOT TO BE QUOTED HERE	
14	14	Taking out CI cover with frame from RCC top slab of manholes of varrious sizes including demolishing of RCC work manually. By mechanical means and stacking of useful materiala near the site and disposal of unserviceable material within 50 mtr lead.	each	15.00			
15	15	Dismantling of flushing cistern of all types (CI/PVC/Vitrious China) including stacking of useful material near the site and disposal of material within 50 mtr lead.	each	60.00			
16	16	Dismantling of CI pipes including excavation and refilling trenches after taking out the pipes , manually/ by mechanical means breaking lead caulked joints , melting of lead and making into blocks including stacking of pipes & lead at site within 50 mtr lead.	meter	125.00			

TOTAL QUOTED AMOUNT
(In Fig.)

TOTAL QUOTED AMOUNT
(In Words)

NOTE:

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

Date :

Place:

(Signature of Contractor with seal)

