



**TENDER**

**SITC of CCTV Cameras**

**At**

**Hotel Patliputra Ashok  
Patna**

**INDIA TOURISM DEVELOPMENT CORPORATION  
(A Govt. of India Undertaking)  
6<sup>th</sup> FLOOR, CORE-8 SCOPE COMPLEX, 7,  
LODHI ROAD NEW DELHI-110 003.**

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**PRE-QUALIFICATION CUM TENDER NOTICE**  
India Tourism Development Corporation Limited  
( UNIT: Hotel Patliputra Ashok Patna)

**Name of Work: SITC of CCTV Cameras at Hotel Patliputra Ashok Patna.**

1. Sealed tenders are invited on behalf of INDIA TOURISM DEVELOPMENT CORPORATION LTD, New Delhi for "S/I/T/C of CCTV Cameras at Hotel Patliputra Ashok Patna.

The Work is estimated to cost Rs. 8,40,879.00 This estimate however, is given merely as a rough guide.

2. The Tender shall be in the prescribed Form.
3. The Works are required to be completed within 3 Months from the 7th day after the day on which the Architect/ Project Engineer issues written orders to commence the work or from the date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated by the corporation in the tender documents.
4. Normally contractors whose names are borne on the approved list of contractors of PWD/CPWD/MES/Railways/Public Sector Undertakings may be permitted to tender according the financial category. However, in the present case eligibility criteria to issue the tender is given in the Para5.1 to 5.11.
5. Applications for issue of tender documents shall be submitted to **Sr.Manager(E&M), Room No.111, ITDC, 1<sup>st</sup> Floor, Jeevan Vihar Building, Parliament Street, New Delhi-110001** so as to reach his office not later than 30.01.2013 ( by1700 hours ) and will be issued to only those firms who fulfill following criteria and submit the following required documents. **Alternatively**, the tender documents can be downloaded from our website [www.theashokgroup.com](http://www.theashokgroup.com). , [www.tenders.gov.in](http://www.tenders.gov.in) & [www.eprocure.gov.in](http://www.eprocure.gov.in), In such case, Bidder should fulfill following pre-qualification criteria as per para: "5.1 to 5.11" and should submit the required documents in the specified manner in a sealed envelope superscripted **Envelope No.2:Technical bid for pre- qualification for the work of SITC of CCTV Cameras at Hotel Patliputra Ashok Patna.**
  - 5.1 Average annual financial turn over of firm during the last 3 years ending 31<sup>st</sup> march of previous financial year should be at least 30% of the estimated cost.
  - 5.2 Proof of having successfully completed similar works during last 7 years ending last day of the month previous to the one in which tenders 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 works costing not less than the amount equal to 80% of the estimated cost.
  - 5.3 Copy of valid PAN number.

- 5.4 Proof of registration with ESI, E.P.F. , Service Tax **AND** WCT/Sales Tax/ VAT & valid Clearance Certificate of the same.
- 5.5 Copies of Similar works executed in the last three years along with completion certificates issued by previous clients showing the nature of work and their value.
- 5.6 History and structure of the firm, name of director ( S ) partners/proprietor with technical staff.
- 5.7 Audited balance sheets for last THREE years ending 31<sup>st</sup> march of previous financial year.
- 5.8 Latest bank solvency certificate from a scheduled 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 issue of NIT.
- 5.9 List of Machinery tools and plants & equipments.
- 5.10 All the above certificate/documents shall be submitted by the firm duly signed with seal and should be duly attested from a Gazetted Officer or an officer in PSE or Chartered Accountant of the firm.
- 5.11 An affidavit on stamp paper of Rs. 100/- ( non-judicial) stating that-  
**“In case any ambiguity is noticed in the Documents (list out documents) submitted at any stage, we shall be entirely responsible and liable for any action as deemed fit under the Law”.**
6. Original documents shall be produced as required for cross verification at the time of scrutiny of Credentials before/at the time of opening of Technical bid in case the tenderer has down loaded the tender document from website.
7. Tender documents consisting of drawings, specifications, schedule of quantities of the various classes of work to be done, the conditions of contract and other documents will be open for inspection and issued/ sold on payment of Rs. 500/- ( Rupees five hundred only ) non refundable on or after 11.01.2013 and up to 30.01.2013.
8. In case of tender documents downloaded from our website [www.theashokgroup.com](http://www.theashokgroup.com) , [www.tenders.gov.in](http://www.tenders.gov.in) & [www.eprocure.gov.in](http://www.eprocure.gov.in) , the tenderer should enclose the cost of tender document by demand draft in favour of I.T.D.C. for an amount of **Rs. 500/-** (Non Refundable). This should be submitted in a separate sealed envelope superscribed **Envelope No.1: Cost of Tender Document & EMD for the work of SITC of CCTV Cameras at Hotel Patliputra Ashok Patna.**
9. Copies of other drawings and documents pertaining to the works signed for the purpose of identification by the Accepting Authority or his accredited representative and samples of materials to be arranged by the Contractor will be open for inspection by tenders at the following office during working hours between the dates mentioned in **clauses 7 above.**
  - a) **Sr.Manager(E&M), Room No.111, ITDC, 1<sup>st</sup> Floor, Jeevan Vihar Building, Parliament Street, New Delhi-110001, Ph:011-23476111.**
10. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and

sub-soil, the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect the tenderer. 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.

11. Submission of a tender by a tender implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools, plant etc. will be issued to him by the corporation and local conditions and other factors bearing on the execution of the works.
12. A tenderer should quote the rate ( s ) of tender in figures as well as in word. The amount for each item should be worked out and the requisite totals given. Special care shall be taken to write rates in figures as well as in words and the amounts in figures only in such a way that interpolation is not possible. The total amount shall be written both in figure and in words. In case of figures, the work 'Rs' should be written before the figure of rupees and the word 'paise' after the decimal figures, e.g. Rs. 2.15 p, and in case of words 'Rupees' should precede and the word 'paise' should be written at the end. Unless the rate is in whole rupees followed by the word 'only' it should invariably be up to two places of decimal.
13. All rates shall be quoted on the tender form and shall include all taxes, duties etc. /mobilization demobilization, transportation etc. and nothing shall be payable on loss account.
14. In the case of item rate tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected.
15. 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 to those witnessing the tender liable to rejection.
16. The tender shall be accompanied by earnest money of **Rs 16900/- ( Rupees Sixteen Thousand Nine hundred only)** in crossed Bank Demand Draft only issued in favour of "I.T.D.C. Ltd" by State Bank of India or a Nationalized Bank or any Schedule Bank payable at New Delhi. Alternatively, the Earnest Money can be deposited with I.T.D.C. cash counter and the tender shall be accompanied by cash receipt. In case of web site downloading only bank drafts permitted.
17. **The tender shall be received by Sr.Manager(E&M), Room No.111, ITDC, 1<sup>st</sup> Floor, Jeevan Vihar Building, Parliament Street, New Delhi-110001** through tender Box **up to 31.01.2013 (1500hrs) and shall be opened at 1530 hours on the same day** in the presence of tenderers who may be present. In case the tender is downloaded from website then submission of tender shall be as under.
- 17.1 **Sealed Envelope-I:** shall contain draft for tender cost ( Non-Refundable) & draft for Earnest Money Deposit of related work. The envelop should be superscripted as **ENVELOP-1** along with name of work- tender cost & EMD. Tenders without the earnest money and cost of tender if any will be summarily rejected.

- 17.2 **Sealed Envelope II:** marked as technical bid shall contain all the required documents as listed at 5.1 to 5.11. The envelope shall be superscribed as **ENVELOPE 2 -Technical bid for the SITC of CCTV Cameras at Hotel Patliputra Ashok Patna.**
- 17.3 A separate sealed envelope marked **Envelope-III** (as above) shall contain the tender documents(Price part) each page duly signed & stamped with prices as specified in this **NIT**. The envelope shall be superscribed as **Envelope-3: Price Bid for the SITC of CCTV Cameras at Hotel Patliputra Ashok Patna.**
- 17.4 All the 3 sealed envelopes should be put into a separate sealed envelop & superscribe as **Tender documents for the work SITC of CCTV Cameras at Hotel Patliputra Ashok Patna.**  
downloading from the website is due on 11.01.2013.
- 17.5 **Technical bid (Envelop 2) & price bid (Envelop 3) should be submitted in bound form.**
18. On acceptance of tender, the earnest money will be treated as part of the security.
19. The tenderer, whose tender is accepted, shall permit the Corporation at the time of making any payment to him for work done under the Contract to deduct towards security deposit such sum amounting to 10 % of the gross amount of the bill till the sums so deducted amount to Rs.5 lacs.
20. The India Tourism Development Corporation will return the earnest money, where applicable to every unsuccessful tenderer on production by the tenderer of a certificate of the Architect/Project Engineer that all tender documents have been returned.
21. A tenderer shall submit the tender that satisfies each and every condition laid down in this notice, failing which, the tender will be liable to be rejected.
22. The India Tourism Development Corporation do not bind themselves to accept the lowest or any tender or to give any reasons for the decision.
23. 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.
24. Sales Tax or any other tax on materials in respect of this contract shall be payable by the contractor and the corporation will not entertain any claim whatsoever in this respect.
25. This notice of tender shall form part of the contract documents.
26. The validity of the tender (s) shall be up to **90** ( ninty) days from the date of opening of Tender(s).
27. The use of whitener/eraser in this tender document is prohibited. While filling the tender papers, if any correction becomes necessary, the same should be done by SCORING OFF originally written rates/figures etc. and then rewriting should be done under initials of person filling the tender.

28. **The rates quoted by tenderers shall be exclusive of service tax & ESI/EPF which shall be reimbursed separately (wherever applicable) after receiving claim of the contractor duly supported with service tax & ESI/EPF deposit challans.**
29. "In case, it is found during the evaluation or at any time before signing of the contract or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the applicant, or the applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith, if not, yet appointed as the contractor/supplier and if the applicant has already been issued the LOI or has entered into the contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein be liable to be terminated along with 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 matter whatsoever to the applicant and without prejudice to any other right or remedy which the corporation may have under the bidding Documents, the contract or under applicable Law. Besides, the corporation reserves the right to blacklist the applicant for any future dealing along with initiation of any appropriate penal action as per the applicable Law.
30. The rates of the contractor shall be inclusive of Labour Cess @ 1% or as applicable and necessary recovery of labour cess shall be made from each RA bill by the ITDC to be deposited with the labour board of the concerned state. In case the labour board is not established in the state, recovery made by ITDC on account of labour cess shall be retained under suspense and will be deposited with the labour board at the later date as and when the labour board is established in the state.
31. The contractor shall be solely responsible for complying with all the provisions of EPF, miscellaneous provisions Act 1952 and ESI act relating to manpower engaged for this contract and in the event of any liability on ITDC by virtue of its being the principle Employer. Due to failure of the contractor to comply with the said Acts, the contractor shall indemnify and reimburse the amount payable by ITDC on this account.

For and on behalf of the  
India Tourism Development Corporation Ltd

**Sr.Manager(E&M),  
Room No.111, ITDC, 1<sup>st</sup> Floor, Jeevan Vihar Building,  
Parliament Street, New Delhi-110001  
Ph:011-23476111**

Date:- 11.01.2013.

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

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

**Interpretation and Definitions:**

**Singular and plural:**

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

**Heading and Marginal Notes to Conditions:**

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

**Definitions:**

- 3 (a) "Corporation" shall mean the India Tourism Development Corporation having its registered office at Scope Complex, Core 8, 6th Floor, 7 Lodi Road, New Delhi-110003, in the state of New Delhi and includes a duly authorized representative of the Corporation or any other person empowered in this behalf by the Corporation to discharge all or any of its functions.
- (b) The "Accepting Authority" shall mean the vice president (Engg) 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 Officer appointed by the India Tourism Development Corporation, who shall direct supervise and be in charge of the works for purposes of this contract, and maintain liaison with the architect(s)
- (g.2) "Architect(s)/ Consultant(s)" shall mean the person/persons practicing as such and duly appointed by the Accepting Authority for the Works under a separate Agreement getting out the Architects(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 of 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 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 there from shall not vitiate the Contract or release the Contractor from the execution of he whole or any party of the works comprised therein according to drawings and specification or from any of his obligations under the Contract.
  - 8.4 If on check there are found to be differences between the rates given by the Contractor in words and figures or in the amount worked out by him in the Schedule of Quantities and General Summary, the same shall be adjusted in accordance with the following rules:
    - (a) In the event of a discrepancy between description in words and figures quoted by a tenderer, the rate, which corresponds to the amount worked out by the Contractor, shall be taken as correct. When the 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 in the amount column and carrying forward totals shall be corrected.
    - (d) The totals of various sections of Schedule of Quantities as amended shall be carried over to the General Summary and the tendered sum amended accordingly. The tendered sum so altered shall, for the purpose of the tender, be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer. Any rounding off totals in various section of the Schedule of Quantities or in General Summary by the tenderer shall be ignored.

**Security Deposit:**

9. (a) The contract 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 earnest money already deposited amount to 10 percent of the gross amount of the bill till the sums deducted amount to the maximum of Rs. 5.00 lakhs.
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 extent 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's and/ or project Engineer 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 Architects 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 Architects and / or project Engineer shall have power ( I ) to make alterations in, omissions from, additions to, or substitution for, the original specifications, drawings, designs and the instruction that may appear to him to be necessary or advisable during the progress of the work, and ( ii ) to omit a part of the works in case of non-availability of a portion of site or for any other reason, and the Contractor shall be bond to carry out the Works in accordance with any instruction given to him in writing signed by the project Engineer and such alterations, omissions, additions or substitutions shall form part of the Contract as if originally provided therein any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as part of works, shall be carried out by the Contractor on the same conditions in all respect including price on which he agreed to do the main work except as hereinafter provided. No work which radically changes the original nature of the Contract shall be ordered by the Architect / Project Engineer as a deviation and in the event of any deviation being ordered which in the opinion of the Contractor changes the original nature of the contract, he shall nevertheless carry it out and the disagreement as to the nature of the work and the rate to be paid therefore shall be resolved in accordance with Conditions 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, if requested by the Contractor.
  - (a) In the proportion which the original cost of the altered, additional, or substituted Work, bears to the originals 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 the manner specified in sub- para's (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) 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.
11. (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 proper execution of the works or part thereof for reasons other than the default of the Contractor; or
  - (iii) For safety of the works or part thereof.
- The Contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the 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:
- (a) Force majeure, or
  - (b) Abnormally bad weather, or
  - (c) Serious loss or damage due to fire, or
  - (d) Civil commotion, local combination of workmen, strike or lockout, affecting any trade employed on the work, or
  - (e) Delay on the part of other contractor or tradesmen engaged by the Corporation in executing work not forming part of the Contract, or
  - (f) non- availability of stores which are the responsibility of the corporation to supply, or
  - (g) non- availability or breakdown of Tool and plants to be supplied or supplied by the Corporation, or
  - (h) 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 one 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/Provided by the Contractor shall be in conformity with the specifications laid down in the Contract and the Contractor shall, if requested by the project Engineer, furnish proof to the satisfaction of the project Engineer that the materials so comply.
- 15.(a)2. The Contractor shall, at his own expense and without delay, supply to the Project Engineer samples of materials proposed to be used in the Works. If samples are not approved, the Contractor shall forthwith arrange to supply to the Project Engineer for his approval fresh samples 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 other means. All costs, which may attend upon such removal and / or substitution, shall be borne by the Contractor.

- 15.(a)4. Subject as hereinafter provided in Condition 47, All charges on account of Octroi, terminal or sales tax and other duties on materials obtained for the works from any source (excluding materials supplied by the Corporation) shall be borne by the Contractor.
- 15.(a)5. The project Engineer shall be entitled to have tests carried out as specified in the contract for any materials supplied by the Contractor other than those for which, as stated above, satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities which the project Engineer may require for the purpose. If no tests are specified in the Contract, and such test are required by the project Engineer, the Contractor shall provide all facilities required for the purpose and the charges for these tests shall be borne by the Contractor only if the tests disclose that the said materials are not in accordance with the provisions of the contract. The cost of the materials consumed in the tests shall be borne by the contractor in all cases except when otherwise provided.

**Material 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 coat 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 be 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 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 remains the property of the Corporation and shall not be removed off the site without the prior written approval of the project Engineer. But whenever the Works are finally completed and advance, if any, in respect of such material is fully recovered, the Contractor shall, at his own expense, forthwith 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 sub-contractors, where such subletting is permitted, to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of 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.
18. (a) Site Drainage: All waters that may accumulate on the site during the progress of the works or in trenches and excavations from other than the Expected Risk shall be

removed from the site to the satisfaction of the concerned 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 of other properties near the site and to the public generally.

19. **Materials obtained from Excavations:** Materials of any kind obtained from excavation on the site shall remain the property of the Corporation and shall be disposed of as directed by the Competent Authority.

**Treasure Trove, Fossil, etc:**

20. All Fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site shall be the absolute property of the Corporation and the contractor shall take reasonable precautions to prevent his workman or any other person from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal acquaint the Competent Authority with such discovery and carry out the directions of the competent authority as to the disposal of the same at the expense of the Corporation.

**Protection of trees:**

21. Trees designated by the Competent Authority shall be protected from damage during the course of the works and earth level within 1 meter of each such tree shall not be changed. Where necessary, such trees shall be protected by providing temporary fencing.

**Watching and lighting:**

22. The contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or required by the Competent Authority for the protection of the works or for the safety and convenience of those employed on the works or the public.

**Contractor's Supervision:**

23. The Contractor shall either himself supervise the execution of works or shall appoint a qualified Engineer approved by the Architect / project Engineer to act in his stead. If the Contractor fails to appoint a suitable agent as directed by the Engineer -In-Charge, the Engineer-in-Charge shall have full powers to suspend the execution of 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 authorized representative and the Contractor shall afford full opportunity for examination and measurement of any work which is about to be covered up or put out of view and for examination of foundation before permanent work is placed thereon. The Contractor shall give due notice to the project engineer or his authorized 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 advise 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 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.

**26. Uncovering and making good:**

The Contractors shall uncover any part of the works and / or make openings in or through the same as Competent Authority may inform time to time for his direct verification and shall reinstate and make good such part to the satisfaction of the Competent Authority. If in such part has been covered up or put out of view after being approved by the Competent Authority 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 born by the corporation. In any other case all such expenses shall be borne by the Contractor.

**Work during Night or on Sundays and Holidays:**

27. Subject to any provisions to the contrary 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 item or groups of items the project Engineer shall issue separate completion certificate 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 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 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 completion of such item or groups 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 28 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 initialed 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-period of completion, he shall, without prejudice to any other right or remedy of the Corporation on account of 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 amount subject to maximum of Rs 50,000/- per week or a part thereof for the four weeks of delay and subsequent delays for every week or part thereof amount shall be 2% of the contract amount subject to a maximum of Rs 100,000.00 (Rupees one lac) per week. Total compensation for delay shall further be subject to an overall maximum of 15% of the contract amount as awarded. The decision of the Competent Authority shall be final and binding.
- 29.1 The amount of compensation may be adjusted or set off against any sum payable to the Contractor under this or any other contract with the Corporation.

**Defects Liability Period:**

30. The Contractor shall be responsible to make good and remedy at his own expense within Such period as may be stipulated by the project Engineer may defect which develop or may be noticed before the expiry of the period mentioned in schedule 'F' hereto from the certified date completion and intimation of which has been sent to

the contractor within seven days of the expiry of the said period by a letter sent by hand delivery or by registered post

- 30.1 Buildings, Sanitary Works, water supply works, electrical works, plant & machinery, Furniture, roads and drainage, etc ONE YEAR from the date of completion.

**Contractor's Liability and Insurance:**

31. From commencement to completion of the Works, the Contractor shall take full responsibility for the care thereof and for taking 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 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, b 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 provide that they shall not be cancelled till the Architect / project Engineer has agreed to their cancellation.
- 31.5 The Contractor shall prove to the Architect / project Engineer from time to time that he has taken out all the insurance policies reference to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defects liability period.
- 31.6 The Contractor shall ensure that similar insurance policies are taken out by his subcontractors ( 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 top above or any other insurance which he / they may be required to effect under the terms of the contract then an 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 dues or which may become due to Contractor or recover the same as a debt due from the Contractor.

**Facilities to other Contractors:**

32. The Contractor shall, in accordance with the requirements or the Architect / project Engineer afford all reasonable facilities to other contractors engaged contemporaneously of separate contracts in connection of with the work 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 or parliament. States 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 nay 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 function, duties and powers of the Architect / Project Engineer.
- 35.1 All instruction, 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 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 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. 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. 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 wear, 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 and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this Condition.

**Termination of Contract for Death:**

37. If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contract is a partnership concern and one of partners dies then unless the Accepting Authority is satisfied that the legal representatives of the individual Contractor or of the proprietor of the proprietary concern and in 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 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 from 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 for bearing to do or to having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for the Corporation; or
- (e) Shall enter into a contract with the Corporation in connection with which commission has been paid or agreed to be paid by him or the his knowledge, unless the particulars any such commission and ath terms of the payment thereof have previously been disclosed in writing to the Accepting Authority / Project Engineer; or
- (f) Shall obtain a Contract with the Corporation as a result of ring tendering or other non – bona fide methods of competitive tendering; or
- (g) Being 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 this 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 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 tackle and machinery belonging to the Contractor.
- 38.3 Any excess expenditure incurred or to be incurred by the corporation in completing the works or part of the works or the excess loss or damages suffered or may be suffered by the Corporation as aforesaid after allowing such credit shall be recovered from any moneys due to the Contractor on any account, and if such moneys are not sufficient, the Contractor shall be called upon in writing to pay the same within 30 days.
- 38.4 If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Architect/ project Engineer shall have the right to 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 amount 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 benefit 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 or unsound or of a faulty or inferior to that contracted for, or otherwise not in accordance with the Contract, or that any defect, shrinkage or pother 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 whit washing, painting, etc, shall be removed and surfaces cleaned simultaneously with completion of these items of work in individual rooms, quarters or premises, etc. where the work is done, without waiting for completion of all other items of work in the contract. In case the contractor fails to comply with the requirements of this condition, the competent Authority shall have the right to get the work done by other means at the cost of the Contractor. Before taking such action, however, the Competent Authority 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) become necessary and the Contractor is unable or unwilling at once to carry it out, the Architect / project Engineer may, by his own or other working people, carry it out as he may consider necessary. If the urgent work shall be such as the Contractor is liable under the Contract to carry out at his expense, all expenses incurred on it by the Corporation shall be recoverable from the Contractor and be adjusted for setoff 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 he 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 36 hereof and the same action may be taken and the same consequences shall ensue as provided for in the said Condition 36

**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 herewith:
- 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 authorized representative.
- 42.3 Before taking measurements of any work the project Engineer or the person deputed by him for the purpose shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send an authorized representative for measurements after such a notice or fails to countersign or to record the objection within a week from the date of measurements then in any such event measurements taken by the Clerk-of- Works / Project Engineer or by the person deputed by him shall be taken to be correct measurements of the 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 object 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 too 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 expressly shows to the contrary, schedule of Quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the schedule of Rates / Specification notwithstanding any provision in the relevant standard method of the measurement or any general or local custom. In the case of items which are not covered by the schedule of Rates / 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 bills shall be submitted by the Contractor at intervals mentioned in Schedule "F" on or before the date fixed by the Competent Authority for the work executed. The Competent Authority shall then arrange to have the bill verified by the lacing or causing to be taken, where necessary the requisite measurement of the work.
- 44.1 Payment on account for amount admissible shall be made on the concerned engineer certifying the sum to which the contractor is considered entitled by way of interim payment for the following.
- a. All works executed, after deducting there from the amounts already paid, the security deposit and such other amount as may be deductible or recoverable in terms of the contract.
- b. 75% of the cost as assessed by the concerned engineer of any materials which are in the opinion of the concerned engineer reasonably required in accordance with contract and have been brought to site for incorporation in the satisfaction of the concerned engineer, but have not been so incorporated, provided the contractor provides on insurance cover for the full cost of PERISHABLE MATERIALS.
- 44.2 The advance payments under (b) above shall be adjusted as and when materials are utilized in the Works.
- 44.3 Any interim certificate given relating to work done or materials delivered, may be modified or corrected by any subsequent interim certificate or by the final certificate, No certificate of the No certificate of the concerned engineer supporting an interim payment shall of itself be conclusive evidence that any work or materials to which it relates is / are in accordance with the contract.
- 44.4 Pending Consideration of extension of date of completion, interim payments shall continue to be made as herein provided.

**Time limit for payment of Final Bill:**

45. The final bill shall be submitted by the Contractor WITHIN THREE MONTHS of physical completion of the Works. The Contractor shall make no further claims after submission if 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 desire, 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 affecting the price of materials required incorporation in the Works or the price of any item to be incorporated in the works and made form 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 then 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 our 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 include 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 a account whatsoever.

**Arbitration and Laws of Arbitration:**

48. Except where otherwise provided for in the Contract all questions and disputes relating to the meaning of the specification, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out or relating to the Contract, design, drawing, specifications, estimates, instructions, orders or these conditions or otherwise concerning the Works, or execution or failure to execute the same whether arising during the progress if the works, or execution or failure to execute the same whether arising during the progress if the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Managing Director / Chief engineer of the India Tourism Development Corporation or any other person appointed by him. There will be no objection of 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 / or. 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 hereunder and for the time being in force shall apply to the arbitration proceeding under this clause it is a terms 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 enlarged the time for making and publishing the award. The work under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the Contractor shall be withheld on account of such proceedings. The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing. The arbitrator shall give a separate award in respect of each dispute or difference referred to him. The venue of arbitration shall be such laces as may be fixed by the arbitrator in his sole discretion.  
The award of the arbitrator shall be final, conclusive and binding on all parties to this Contract

**Laws Governing the Contract:**

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

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

## **TENDER**

To

India tourism Development Corporation  
(Here in after referred to as the Corporation)

I / We have read and examine the following documents relating to the work:  
**SITC OF CCTV Cameras at Hotel Patliputra Ashok Patna.**

- (a) Notice Inviting tender
- (b) Schedule F, C and A
- (c) Technical Specifications.
- (d) Drawings and existing building with site condition.
- (e) 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 within the period (s) of completion as stipulated in Schedule 'F'

A sum of Rs 16900/- is hereby forwarded in crossed bank draft No.....dated .....drawn on .....Bank favoring I.T.D.C as Earnest Money. If I/ We fail to keep the tender open for a period of 120 ( one hundred twenty) 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 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.....  
Date.....  
Address.....  
.....  
.....  
Date.....

Signature.....  
In capacity of .....  
Duly authorized to sign  
The tender on behalf .....  
(In Block letters)  
  
Postal Address .....  
.....  
Telegraphic Address.....

**Schedule 'F'**

Reference To General Condition Of Contract

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	Rs.840879/-
(c) Earnest Money (2% of the estimated cost of the works subject to a maximum of Rs.	Rs 16900/-
(d) Security Deposit (10% of the gross value of the Works subject to a maximum of Rs. 5.00 Lakh)	10%
11 (i) Schedule of rates applicable Percentage adjustment to the rates in the Schedule of Rates, for pricing deviations.	Plus /Minus : N.A Percentage
13. Time allowed for execution of work (to be reckoned from the 7 <sup>th</sup> day after the date of letter of Intent or handing over of site whichever is later)	3 Months
29. Compensation for Delay: 1% (one percent) of the Contract amount subject to a maximum of Rs.50000/- per week or a part thereof for the first four weeks and subsequent delays for every week or part thereof, amount shall be 2% of the contract amount subject to a maximum of Rs. 1 lac per week. The total compensation for delay shall further be subject to an overall maximum of 15% of the contract amount as awarded. The decision of the competent officer of the Accepting Authority shall be final and binding.	
30 Defects Liability Period	Supply, installation, testing and commissioning of CCTV Cameras: ONE YEAR from the date of completion and handing-over of site.
44 Interim Bill	As certified by the Architect / Project Engineer.
45 Final Bill :-Contract amount not exceeding –Rs. 5.00 lacs	Four Months

b) Contract amount exceeding – Rs.5.00      Six Months  
lacs.

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

**Schedule 'B'**

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

**NIL**

**Signature of**

Issuing Officer .....

Date.....

**Signature of**

Contractor.....

Date .....

**Schedule 'C'**

Performa recommending extension of Time

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

**(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

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, 6<sup>th</sup> floor, Lodi Road  
New Delhi-110003

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

powers exercisable by it against the said Contractor and either to enforce or forebear from enforcing any of the terms and conditions governing the said Contract or securities available to the Corporation and the said Bank shall not be 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 .....2011.....For and on behalf of the Bank The above Bank Guarantee is accepted by India Tourism Development Corporation/

For and on behalf of the ITDC.

.....  
Of .....  
Sd.....  
Dated.....  
(Name & Designation)

India Tourism Development Corporation Ltd

NOTES:

*For proprietary concerns*

Sri.....Son of ..... Resident of.....carrying on Business under the name & style of .....At..... (Hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include his Heirs, executors, administrators, legal representatives).

For Partnership Concerns.

(a) Sri .....Son of .....resident of .....

(b) Sri.....Son of .....Resident of ..... Carrying on business under the name and style of ..... ( hereinafter collectively called "the said Contractor"

Which expression shall unless the 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 at .....in the state of ..... ( herein after called the said Contractor which expression shall unless the context requires other wise shall include 1st successors and assigns).

**BANK GUARANTEE FOR ADVANCE TO CONTRACTORS**

To

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

This Bank Guarantee made this .....between ..... (hereinafter referred to as guarantor ) in favour of I.T.D.C ( 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 program 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 I.T.D.C on demand and without demur and amount not exceeding Rs.....(Rupees.....Only)

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

4 We further agree and confirm that this guarantee also covers all risks regarding security for the due and faithful fulfillment of the contract by M/S.....and also any loss or damage caused to or suffered by or would be caused to or suffered by the employer by 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 I.T.D.C certifies 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 I.T.D.C 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 I.T.D.C 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 I.T.D.C or any indulgence by it to the said contractor or by and such matter or thing

whatsoever which under the law relating to surety would but for this provision have the effect of so relieving us from its such liability.

6. We lastly undertake not to revoke this guarantee during its currency except with the previous consent of I.T.D.C.
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 guarantee before that date, all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liability there under.

## **PRE CONTRACT INTEGRITY PACT**

This pre bid pre contract Agreement (hereinafter called the integrity Pact) is made on .....day of the month of .....2012, between, on one hand, the President of India acting through Shri ....., Designation of the officer, Ministry/Department, Government of India (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 M/s..... represented by Shri .....Chief Executive Officer (hereinafter called "Bidder/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHERE AS the BUYER proposes to procure (Name of the Stores/Equipment/item) and the bidder/Seller is willing to offer/has offered the stores and

WHERE AS the BIDDER in a private company/public company/Government undertaking/ Partnership expert agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Govt. of India/PSU performing its functions on behalf of the President of India

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 agency of the contract to be entered with a view to:-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in 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 hereby agree to enter into this Integrity Pact and agree as follows :-

### **1. 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 intermediates, 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.

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 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 proceeding, 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 delayed 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.

### **3. 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, organization 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 or 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 advantages in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly for purposes 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 any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any 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 BUYERS, or

alternatively if any relative of an officer 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 filling 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 Enterprise 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 reason.

#### **5. Earnest Money (Security Deposit)**

5.1 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 in favour of-----

ii. A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever, and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

iii. Any other mode or through any other instrument (to be specified by the RFP)

5.2 The Earnest Money/Security Deposit shall be valid up to 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 The interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

#### **6. Sanctions for Violations:**

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

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

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

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

iv. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending, Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at



2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores. Such outstanding payment could also be utilized recover the aforesaid sum and interest.

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

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

Vii. 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 BIDDERS(S) to any middleman or agent or broker with a view to securing the contract.

ix. In cases where irrevocable 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. Forfeitures 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 to 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 purposes of this Pact.

## **7. Fall Clause:**

7.1 The BIDDERR undertakes that it has not supplied/is not supplying similar product/systems or sub systems 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 subsystems was supplied by the BIDDER to any other Ministry/Department of the Govt. of India Or 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 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 Addresses 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 meeting.

8.5 As soon as the Monitor notices, or has reason to believes, a 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 sub contractors. 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 to participate in such meeting.

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 of Investigation:**

In case of any allegation of violation of any provisions 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:**

This 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 of several provisions of this Pact turn out to be invalid; the reminder 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 -----on -----

BUYER  
Name of the Officer  
Designation  
Dept./MINISTRY/PSU

BIDDER  
CHIEF EXECUTIVSE OFFICER

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

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

## **SPECIAL CONDITIONS**

### **1. GENERAL:**

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

### **2. OWNER AND SITE:**

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

OWNER: INDIA TOURISM DEVELOPMENT CORPORATION  
6th Floor, Scope Complex , Lodhi Road, New Delhi 110003

**SITE:** Hotel Patliputra Ashok, Patna (Bihar)

### **3. SCOPE OFWORK:**

The contractor shall carry out and complete the work under this contract in every respect in conformity with the stipulation of the Bureau of Indian Standard and with the directions of and to the specification of the ITDC. The contractor shall furnish all labour material appliance equipment ( except those items, which will be supplied by the owner) : transportation and incidentals necessary for the complete provision ,installation testing and commissioning of supply as specified therein. This also include any material appliances equipment and incidental work not specified / mentioned herein or noted on the Drawings / Documents, but ensuring properly connected installation in good working order.

### **4. COOPERATION / COORDINATION WITH OTHER AGENCIES:**

During the currency of the contract, a number or contractor may be on site to execute works under their respective contract 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 pleas the work has been executed in the above circumstances or under difficult conditions, it shall be the responsibility of the contractor to enforce necessary discipline among his workers and staff to ensure smooth working at the site in sprit of cooperation and amity with all other agencies.

### **5. TEMPORARY OFFICES, STORES ETC:**

The contractor shall be allowed to put up his temporary offices stores etc. as per designated space by the Engineers In charge. Due to constraints of space mentioned above, space allowed for storage of material will be limited and the contractor shall schedule the delivery of the material and equipment at site keeping in mind these restraints. Depending upon the exigencies at the site temporary offices, stores etc. may have to moved or shifted and the contractor shall do so, if so requested by ITDC at no extra cost to the ITDC.

The contractor may be allocated space in the building for his stores, offices etc. depending upon the availability of the space. Necessary partitions blocking of opening doors etc. shall be provided by the contractor at his own expenses. The area to be allocated will be decided by ITDC in consultation with the contractor, but the decision of the ITDC in this regard shall be final and binding. No material or plants are to be stored inside the building without the prior written consent of the Site Engineer.

### **6. SITE HAZARD:**

The contractor shall ensure cleanliness and keep the site free from all debris, hazardous material loose wire open wired and any other material and avoid damage due negligence.

**7. TIME OF COMPLETION:**

The work shall be completed in all respect within 03 Months form the 7th day of which ITDC issues written order to commence the work or from the date of handing of the site whichever is latter.

**8. BYE LAWS AND REGULATIONS:**

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

**9. MANUFACTURES INSTRUCTIONS:**

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

**10. QUIET OPERATION AND VIBRATION:**

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

**11. ACESSIBILITY:**

The contractor shall verify the Sufficiency of the size of the shafts and opening of clearance in the cavity walls and suspended ceiling for the proper installation of his ducting piping. His failure to communicate insufficiency of any of the above shall constitute his acceptance to sufficiency or the same. The contractor shall locate all equipment, which must be serviced operated or maintained in fully accessible positions. The contractor shall make all the necessary repairs and changes at his own expenses.

**12. Electrical & CCTV Camera INSTALLATION:**

The electrical & CCTV works shall be carried out by the contractor through qualified electrician & mechanic under full supervision of the contractor. The installations shall be in total conformity with the wiring drawings & design prepared by contractor and approved by ITDC. The equipments shall be commissioned and tested in the presence of the authorized representative of the contractor and of ITDC totally satisfactory and full conformity with the contract drawings specifications and equipment manufacturer's instructions. It is clearly understood that the final responsibility for the sufficiency, adequacy and conformity to the contract requirement of the electrical & CCTV Cameras installation works for CCTV services lies solely with the contractor.

**13. RATES:**

The work shall be treated as work contract basis and rates tendered shall be for complete items of work inclusive of all taxes including work contract tax & other duties (if any) Octroi, excise, insurance levies , packing forwarding etc (Except Service tax & ESI/EPF). Nothing shall be paid extra.

Tenderer shall quote the same rate for the same items available in different heads/sub heads failing which the lowest rate quoted shall be considered for the same items in all heads.

In case of reversal of tender on completion of work and preparation of post comparative statement of various agencies who quoted for the work. The overall lowest amount obtained in the post comparative statement shall be payable against the final bill of the working agency.

**Rates shall be quoted exclusive of service tax & ESI/EPF which shall be reimbursed/paid as per actual against the Proof / Challan for service tax paid by the contractor. The contractor shall have to submit the proof of service tax & ESI/EPF paid against the contract.**

#### **14. WATER AND ELECTRICITY**

One percent (1%) of the contract amount shall be recovered from each running bill of the contractor towards consumption of water and electricity (0.5% water and 0.5% for electricity), if consumed from the ITDC unit during erection.

#### **15. PAYMENT TERMS**

The following payment terms shall be applicable for the works to be carried out under this contract

- a) 60% of the pro-rata material cost shall be delivered against supply as per item & rate in accordance with the contract and the work should be all risk insured beneficiary to ITDC including third party liability & workmen policy.
- b) 20% against pro-rata installation.
- c) 10% against testing , commissioning and handing over to the ITDC.
- d) Balance 10% shall be retained with ITDC up to the satisfactory completion of Defect Liability Period and same shall be released after defect liability period.

#### **16.** In the event of award of the work, the contractor shall bring all the materials required for execution of works along with challans in duplicate indicating reference of work order, quantity, specifications etc. and get them checked/verified through security.

One copy of challan will be retained with the security dept. The original copy will be stamped and signed by security and will be returned to the contractor, who will submit the same along with the bills for necessary verification and processing for payment. For materials brought inside the hotel without proper challans/Security checks, no payment shall be released by the hotel.

In case the materials are required to be taken back from the hotel after execution of the work, the same will be allowed only through proper non-returnable gate pass.

## TECHNICAL SPECIFICATION

All materials should be as per standard technical features & specifications, and Cameras & DVR shall have following specifications given as under:-

### MINI DOME CAMERA:-

Power Source	:	12V DC
Power consumption	:	Max.1.8W
Image Pick up Device	:	:1/3" Super HAD CCD
Effective Pixels	:	752(H) x (582(V)
Scanning System	:	2:1, 625Lines/50Fields/25Frame
Scanning Freq.	:	H:15625Khz, V:50hz
Resolution	:	Min 540TV Lines
S/N Ratio	:	50db
Min Illum.	:	0.3Lux @ F1.0
Lens	:	Fixed Lens 2.9mm(min.)
Focus	:	Manual
Certification	:	FCC, CE & UL

### PTZ CAMERA:-

Power Source	:	24V AC
Senser Size	:	1/4" , D/N
Imager	:	CCD
Norz Resolution	:	Min 540TV Lines
Sensitivity	:	1.2Lux
DNR, WDR, XDR	:	Yes
DIS, OSD	:	Yes
Lens Type/Zoom	:	Zoom (35X Min) Optical
Digital Zoom	:	Min 12X
Focal Length	:	3.4mm-119mm
Rotation Range	:	360deg
IR Cut Filter	:	Switch able
Colour	:	Clear
Housing	:	Outdoor
Housing Material	:	Aluminium
Protection Rating	:	IP66
Certification	:	FCC, CE & UL

**VF DOME CAMERA(INDOOR TYPE):-**

Input Voltage	:	Dual (12V DC/24V AC)
Power consumption	:	Max.3.5W
Imaging Device	:	1/3" Super HAD CCD
Effective Pixels	:	752(H) x (582(V)
Scanning System	:	2:1,
Scanning Freq.	:	H:15625Khz, V:50hz
Horz Resolution	:	Min 540TV Lines
Min Illum.	:	0.15 Lux(F1.2)
Zoom Ratio	:	3.6x VF Lens
Focal Length	:	2.8-10mm (F1.2)
Day & Night	:	Simple
S/N Ratio	:	50DB
Certification	:	FCC, CE & UL

**VF DOME D/N CAMERA (OUTDOOR TYPE)**

Input Voltage	:	Dual (12V DC/24V AC)
Imaging Device	:	1/3" Super HAD CCD
Effective Pixels	:	752(H) x (582(V)
Scanning System	:	2:1,
Scanning Freq.	:	H:15625Khz, V:50hz
Horz Resolution	:	Min 540TV Lines
Min Illum.	:	0.15 Lux(F1.2)
Zoom Ratio	:	3.6x VF lens
Focal Length	:	2.8-10mm (F1.2)
Day & Night Type	:	IR Filter Removal
S/N Ratio	:	50DB
Housing	:	Outdoor
Housing Material	:	Aluminium
Protection Rating	:	IP66
Certification	:	FCC, CE & UL

**16 CH DVR:-**

Elect Input Voltage	:	100-240V AC, 50Hz , auto ranging
Power Consumption	:	55W – 85W
Video Inputs	:	16 Comp. Video 0.5-1Vpp, 75ohm
Resolution	:	PAL: 704 x 576
Frame Rate	:	400ips PAL
Live Resolution	:	PAL:704 x 576
Compression	:	H.264
Record Rate	:	PAL: upto 400ips
B/W Control	:	Automatic
Internal HDD	:	up to 5 Sata HDD
Ext. HDD	:	Up to 2 Expansion bay (up to 4HDD each)
DVD Writer	:	Yes
USB (Back up)	:	3 USB Ports
Video Outputs	:	1 main VGA or Analog
Monitor Loop O/p	:	16
Monitor I/P	:	16 Line
Sampling Rate	:	:16Khz
Alarm O/P	:	2 or 4 Relay O/Ps
PTZ Control Interface:	:	Rs-485
PTZ Keyboard	:	RS-485
Operating Temp.	:	-0degC to + 35degC
Operating Humidity	:	Max 80% RH
Certification	:	FCC, CE & UL



**LIST OF APPROVED MAKES**

1. Cameras : LG/Samsung/Pelco/Sony
2. DVR : LG/Samsung/Pelco/Sony
3. Keyboard : LG/Samsung/Pelco/Sony
4. Brackets : LG/Samsung/Pelco/Sony
5. Hard Disk : Segate/Samsung/Westan Digital(WD)
6. LCD Monitor : LG/Samsung/Sony
7. Power supply : Power Tek or equivalent approved by E-in-charge.
8. Wires & Cables : Skyton/National/Exel/Delton
9. PVC& Steel Conduit : AKG/BEC/NIC
10. GI Poles : Jindal/Tata/Surya Parakash
11. Junction Box : Spelsberg/Sintax/Hansel

**Scope of Work(BOQ)  
Part of Technical Bid**

**Name of Work: SITC of CCTV Cameras at Hotel Patliputra Ashok Patna.**

Item No.	Description	Unit	Qty	Rate	Amount
1	SITC of Mini Dome Camera with 1/3" super HAD CCD, min 540TV lines, 50DB,min ill 0.3 lux@F1.0, SSNR, fixed lens 2.9mm(min), 12V DC, compact , light weight & stylish design etc. as per approved make.	No.	16		
2	SITC of 1/4" Dome PTZ D/N Camera with 1.2 Lux, min 540TVL, min Z 35X, outdoor , R.Range 360 deg ,24V AC& complete housing with IP66 degree of protection etc. as per approved make.	No.	2	Here	Here
3	SITC of VF Dome outdoor D/N Camera with 1/3" super HAD CCD,min 540TV lines, 50DB,min ill 0.15 lux@F1.2,varifocal lens ,3.6x 2.8-10mm , 12V DC, IP66 deg of Protection, compact , light weight & stylish design etc. as per approved make.	No.	6	Quoted	Quoted
4	SITC of VF Dome Indoor Camera with 1/3" super HAD CCD,min 540TV lines, 50DB,min ill 0.15 lux@F1.2,varifocal lens ,3.6x 2.8-10mm , 12V DC, compact , light weight & stylish design etc. as per approved make.	No.	8	To Be	To Be
5	SITC of Power Supply 220V AC, 12V DC, 2Amp as per approved Make	No.	32		
6	SITC of 16 Channel DVR with H.264, recording rate 400ips , 100-240V AC, 50Hz auto ranging, DVD writer back up suitable for external HDD with min 4 TB, without HDD Disk etc. as per approved make.	No.	2	Not	Not
7	SITC of Keyboard/system controller for PTZ Dome Cameras, DVRs & Matrix switchers etc. as per approved make.	No.	1		
8	SITC of Mounts & Brackets for Pole mount PTZ & VF dome O/D Cameras.as per approved make.	No.	8		
9	SITC of Hard Disk 1TB HDD for recording as per approved Make	No.	4		
10	SITC of 22" LCD Monitor as per approved Make	No.	2		
11-a	Supplying & laying of RG-11 Co-axial CCTV Cable as per approved Make.	Mtr	500		
b	Supplying & laying of RG-6 Co-axial CCTV Cable as per approved Make.	Mtr	1500		
12	Supplying & laying of 2C x 1.5 sqmm flexible cable with annealed electrolytic bare copper conductor 1100V grade Cable as per approved Make.	Mtr	500		

India Tourism Development Corporation Ltd

13	Supplying & laying of 2C x 1.5 sqmm Armoured cable with annealed electrolytic bare copper conductor 1100V grade Cable as per approved Make.	Mtr	200		
14	Supplying & fixing of 25mm steel conduit along with accessories in surface/recess including cutting the wall and making good the same in case of recessed conduit as required	Mtr	500		
15	Supplying & fixing of 25mm PVC Casing 'N' Capping along with accessories as required	Mtr	1000		
16	SITC of 5mtr x 65mm dia GI(class-B) pole with complete required accessories & painting etc. as per approved Make	No.	8		
17	SITC of 180 x 180 x 91mm water proof Junction Box with IP 65 degree of protection & complete with required accessories etc. as per approved Make	No.	8		
<b>Total</b>					

**Total Amount in Words:(Rupees.....)**

Note:- All the rates shall be included all taxes, duties, excise, insurance, etc. **(except Service Tax & ESI/EPF which shall be reimbursed as per actual, after submission of proofs to ITDC)**

**Sign Of Contractor with Seal**



**India Tourism Development Corporation Ltd.**  
**( UNIT: Hotel Patliputra Ashok Patna)**

**Financial Bid**

**INDIA TOURISM DEVELOPMENT CORPORATION**  
**(A Govt. of India Undertaking)**  
**6<sup>th</sup> FLOOR, CORE-8, SCOPE COMPLEX, 7,**  
**LODHI ROAD, NEW DELHI-110 003**

## Scope of Work(BOQ) Financial Bid

### Name of Work: SITC of CCTV Cameras at Hotel Patliputra Ashok Patna.

Item No.	Description	Unit	Qty	Rate in figures & words	Amount
1	SITC of Mini Dome Camera with 1/3" super HAD CCD, min 540TV lines, 50DB,min ill 0.3 lux@F1.0, SSNR, fixed lens 2.9mm(min), 12V DC, compact , light weight & stylish design etc. as per approved make.	No.	16		
2	SITC of 1/4" Dome PTZ D/N Camera with 1.2 Lux, min 540TVL, min Z 35X, outdoor , R.Range 360 deg ,24V AC& complete housing with IP66 degree of protection etc. as per approved make.	No.	2		
3	SITC of VF Dome outdoor D/N Camera with 1/3" super HAD CCD,min 540TV lines, 50DB,min ill 0.15 lux@F1.2,varifocal lens ,3.6x 2.8-10mm , 12V DC, IP66 deg of Protection, compact , light weight & stylish design etc. as per approved make.	No.	6		
4	SITC of VF Dome Indoor Camera with 1/3" super HAD CCD,min 540TV lines, 50DB,min ill 0.15 lux@F1.2,varifocal lens ,3.6x 2.8-10mm , 12V DC, compact , light weight & stylish design etc. as per approved make.	No.	8		
5	SITC of Power Supply 220V AC, 12V DC, 2Amp as per approved Make	No.	32		
6	SITC of 16 Channel DVR with H.264, recording rate 400ips , 100-240V AC, 50Hz auto ranging, DVD writer back up suitable for external HDD with min 4 TB, without HDD Disk etc. as per approved make.	No.	2		
7	SITC of Keyboard/system controller for PTZ Dome Cameras, DVRs & Matrix switchers etc. as per approved make.	No.	1		
8	SITC of Mounts & Brackets for Pole mount PTZ & VF dome O/D Cameras.as per approved make.	No.	8		
9	SITC of Hard Disk 1TB HDD for recording as per approved Make	No.	4		
10	SITC of 22" LCD Monitor as per approved Make	No.	2		
11-a	Supplying & laying of RG-11 Co-axial CCTV Cable as per approved Make.	Mtr	500		
b	Supplying & laying of RG-6 Co-axial CCTV Cable as per approved Make.	Mtr	1500		

India Tourism Development Corporation Ltd

12	Supplying & laying of 2C x 1.5 sqmm flexible cable with annealed electrolytic bare copper conductor 1100V grade Cable as per approved Make.	Mtr	500		
13	Supplying & laying of 2C x 1.5 sqmm Armoured cable with annealed electrolytic bare copper conductor 1100V grade Cable as per approved Make.	Mtr	200		
14	Supplying & fixing of 25mm steel conduit along with accessories in surface/recess including cutting the wall and making good the same in case of recessed conduit as required	Mtr	500		
15	Supplying & fixing of 25mm PVC Casing 'N' Caping along with accessories as required	Mtr	1000		
16	SITC of 5mtr x 65mm dia GI(class-B) pole with complete required accessories & painting etc. as per approved Make	No.	8		
17	SITC of 180 x 180 x 91mm water proof Junction Box with IP 65 degree of protection & complete with required accessories etc. as per approved Make	No.	8		
<b>Total</b>					

**Total Amount in Words:(Rupees.....)**

Note:- All the rates shall be included all taxes, duties, excise, insurance, etc. **(except Service Tax & ESI/EPF which shall be reimbursed as per actual, after submission of proofs to ITDC)**

**Sign Of Contractor with Seal**